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VOL. XLVI., No. 34.

The Solicitors' Journal and Reporter.

LONDON, JUNE 21, 1902.

* * The Editor cannot undertake to return rejected contributions, and
copies should be kept of all articles sent by writers who are not on
the regular staff of the JOURNAL.All letters intended for publication in the SOLICITORS' JOURNAL must
be authenticated by the name of the writer.

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CURRENT TOPICS.

WE HAVE received a copy of a circular letter which has been sent out by Messrs. TAYLOR & TAYLOR, of 10, New Broad-street, E.C., calling attention to the unsatisfactory nature of the existing practice as to fire insurance on a sale of buildings. The subject is one on which we have frequently commented, and it seems to be admitted that, in the present state of the law, a purchaser can never be perfectly safe unless, immediately upon the making of the contract, he takes out a perfectly new insurance. But this is for various reasons objectionable. If the contract goes off, he has incurred a useless expense, while, as Messrs. TAYLOR & TAYLOR point out, if it is completed, the vendor expects that the existing insurance will be taken over and a proportionate part of the premium paid. Moreover, a new insurance is, in case of leaseholds, not always practicable, as the purchaser is not immediately in possession of information as to the conditions of insurance.

MESSRS. TAYLOR & TAYLOR suggest that what is really required is an alteration in the common condition in policies which requires that any change of interest shall be sanctioned by a memorandum endorsed by the office. The condition, they say, should be altered so as, in case of sale, to keep "the property covered from the date of contract pending completion, and until the then existing approved customer and assured of the insurance office parts with the property at completion, at which latter time, of course, the insurance office would have their right (very rarely exercised) of refusing to accept the purchaser as transferee of the policy." Some such amendment would cure a state of affairs which imposes a serious risk on purchasers, and we hope that Messrs. TAYLOR & TAYLOR's efforts to procure it may be successful. But success, as they observe, can only be attained by pressing the question on the attention of the offices.

A LADY was charged before one of the metropolitan police magistrates last week with unlawfully using certain craft—to wit, palmistry—to deceive and impose upon certain of his Majesty's subjects. The charge was founded upon section 4 of 5 Geo. 4, c. 83, which makes every person "pretending or professing tell fortunes or using any subtle craft, means, or device by palmistry

or otherwise, to deceive or impose upon any of his Majesty's subjects," liable to be committed to the House of Correction with hard labour for three months as a rogue and a vagabond. We have no sympathy with fortune telling, and think it strange that at the commencement of the present century anyone who has had a tolerable education should talk seriously of palmistry. But we feel considerable doubt as to whether the section was intended to apply to persons with a fixed abode and presenting an outward appearance of respectability. The early statutes authorizing summary proceedings against idlers, vagabonds, and rogues were directed against persons wandering about without any fixed occupation, with a natural tendency to join the ranks of habitual criminals. Gypsies, or Egyptians, as they are called in ancient chronicles, were usually fortune-tellers, and were, rightly or wrongly, suspected of petty thefts from farmyards in the neighbourhood of their encampments. The section to which we have alluded, after referring to fortune-tellers, deals next in order with persons wandering abroad and lodging in any barn or outhouse, or in any deserted or unoccupied building, or in the open air, or under a tent, &c. We cannot recognize in this description any reference to the prosperous professor of, or "lecturer" on, palmistry with premises in the West End of London. In *Penny v. Hanson* (18 Q. B. D. 478), one of the latest cases in which a conviction under the section was affirmed, DENMAN, J., in speaking of the defendant, says: "It is absurd to suggest that this man could have believed in his ability to predict the fortunes of another. . . . We do not live in times when any sane man believes in such a power." But assuming this to be the case, the natural inference is that no sane person can be imposed upon or deceived by such predictions.

THE DECISION of KEKEWICH, J., last week in *Re Andrews* (reported elsewhere) is the third which has been given quite recently on the subject of *donationes mortis causa*, the two previous ones being *Re Weston* (50 W. R. 294) and *Re Beaumont* (50 W. R. 389). In *Re Beaumont* BUCKLEY, J., following the previous authorities, held that a gift of a cheque was ineffectual, the cheque not having been cashed before the death of the donor; but in *Re Weston* BYRNE, J., allowed that delivery of a Post Office Savings Bank book might constitute a good *donatio mortis causa* of the amount appearing in the book to the donor's credit. It is to be noticed that the book was more than a mere receipt for money, and contained the terms on which the deposit was held, and upon this circumstance the decision was based. In *Re Andrews*, also, there had been a gift of a Post Office Savings Bank book, and KEKEWICH, J., following *Re Weston*, held that this was effectual, but there was also a delivery of a Post Office investment certificate for £50 10s. Local Loans Stock, and this raised a new and interesting question. Under the Post Office rules depositors have the opportunity of investing their deposits in certain securities, and the investment may be either in their own names, or they may have credited to them a proper amount of the securities held by the National Debt Commissioners on account of the Savings Bank. If a depositor take a transfer of the investment into his own name, then it appears to be clear upon the authorities that delivery of the certificate, however strong it may be as evidence of intention, will not operate as a good *donatio mortis causa*: *Ward v. Turner* (2 Ves. 431), *Moore v. Moore* (18 Eq. 474). But in the present case the depositor had adopted the latter alternative, and had taken a certificate stating that so much of the stock held on account of the Savings Bank had been credited to her. It is a plausible argument that such a certificate was essentially different from a certificate of the legal title to stock, and was capable of gift by delivery. But KEKEWICH, J., considered that this would be an extension of the doctrine such as a judge of first instance ought not to make, and he held that the gift was ineffectual.

A VERY interesting point as to the liability of one partner for the acts of another was dealt with in the judgment of FARWELL, J., this week, in *British Homes Assurance Corporation v. Patterson* (Times, 19th inst.). The plaintiffs were a corporation whose chief business was to advance money on mortgage of house property. They had employed as solicitor in a certain part of

their business A., who conducted his business under the style of "A. & A." In the early part of 1900 A. was instructed to carry out a particular mortgage, but there was delay and the matter was not ready for completion till 1901. In the meantime A. had taken P. into partnership under a deed dated the 31st of December, 1900, and in February, 1901, A. gave notice of the partnership to the plaintiffs and told them that the new firm would be "A. & P." The plaintiffs received the notice but paid no attention to it, and they continued to correspond with A. in his old firm name of A. & A., and in February they forwarded to him in that name a cheque for £360 to complete the mortgage. This he paid into his own private account, which was overdrawn, and the money was lost, but a receipt for it in the name of A. & A. was sent to the plaintiffs and accepted by them. The new partner, P., did not at this time know of the pendency of the mortgage, and no partnership account in the name of the new firm had been opened at any bankers. Under these circumstances the plaintiffs claimed that P. was liable to make good A.'s default, and they relied on sections 10 and 11 of the Partnership Act, 1890, which in general make each partner liable for the acts of the others. In particular, under section 11 (a), "where one partner acting within the scope of his apparent authority receives the money or property of a third person and misapplies it, the firm is liable to make good the loss." *Prima facie* these words cover the present case, but FARWELL, J., in his exceedingly lucid judgment, pointed out that when a change of partnership takes place during the pendency of a transaction with a third party, the liability of the new firm and its members only arises when there has been a novation of the contract by reason of the third party, on receipt of notice of the change, electing to accept the new liability. Applying this test, he found in the circumstances of the case abundant evidence that there had been no such novation. The plaintiffs, notwithstanding receipt of notice of the partnership, had gone on dealing with A. under his old firm name, and had sent him the money and had taken the receipt in that name. They had, indeed, entirely ignored the defendant P., and hence for the purpose of this transaction he was not, as regards them, a partner at all. Accordingly he escaped a liability which, under the circumstances, would apparently have been a great hardship upon him.

A SOMEWHAT remarkable charge of perjury was tried at the Old Bailey recently in the case of *Rex v. Craig*. The defendant had been charged before justices with an offence and had been acquitted. He then sued his accuser for malicious prosecution, and in the course of his cross-examination in the High Court he was asked whether he had not been some years before convicted of fraud and sentenced to a term of imprisonment. This he strenuously denied to be the fact, and eventually obtained a verdict and judgment for substantial damages. An application was then made to the Court of Appeal to set aside this verdict and order a new trial on the ground that the plaintiff had committed perjury at the trial. The Court of Appeal held that the issue of perjury was one for a jury, not for them, and ordered the application to stand over until that issue were determined. Hence the proceedings at the Old Bailey which ended in the conviction of the defendant. Now, whether he had been convicted or not was obviously quite immaterial directly to the issue in the action. It was, however, material as affecting the credit of the plaintiff; and it is well established that, so far as the law of perjury is concerned, a question which goes to a witness's credit is material. This subject was considered by the Court for Crown Cases Reserved not long ago in the case of *Regina v. Baker* (43 W. R. 654; 1895, 1 Q. B. 797), in which the late Lord Chief Justice said that all false statements wilfully and corruptly made by a witness as to matters which affect his credit are material. He cited the case of *Regina v. Lavey* (3 C. & K. 26), in which the averment of perjury against the defendant was that in cross-examination in an action, in which she was plaintiff as executrix only, she had falsely sworn that she had never been tried at the Central Criminal Court for any offence. It was proved that she had in fact been tried and acquitted; but Lord CAMPBELL, C.J., held that there was evidence of materiality. This is a very strong case, for it may be fairly argued that a trial followed by

acquittal is not to the discredit of a person, and that it was immaterial whether she admitted or denied that she had been merely tried. It was argued on behalf of the defendant in the recent case that he had borne a good character for years since his conviction; that he had not suspected that his conviction was known to the other party to the action; and that in denying the conviction he was not acting corruptly or with any intention of perverting justice, but that in his sudden alarm at finding his secret known he had instinctively tried to protect his character. Such a plea could not, of course, be received as a defence in law; but, being apparently founded on a true state of facts, it had a great effect on his punishment, which was nominal. If the answer affects the credit of a witness, it is not material what his intention was. Probably this sort of perjury is generally committed without any intention of perverting the course of justice or influencing the result of the proceedings, but solely in self-defence. It is therefore perhaps one of the less serious kinds of perjury, but perjury it certainly is.

THE LAW of conspiracy is a constant source of legal puzzles, but it is long since a more curious one was produced than that solved by the Court for the Consideration of Crown Cases Reserved last Saturday in the case of *Rex v. Plummer* (reported elsewhere). Practically, the facts and the difficulty may be stated in this simple form: A. B. and C. are jointly indicted for conspiring together to defraud; A. pleads guilty; B. and C. are tried and acquitted; can judgment be passed on A.? Now, all the authorities agree that conspiracy is an offence which from its very nature is such that one person alone cannot be charged therewith. And we are told in *Hawkins's Pleas of the Crown* that if all the defendants who are prosecuted for a conspiracy be acquitted save one, and the conspiracy be not stated as having been had with persons unknown, the acquittal of the rest is the acquittal of that one also. There is modern authority, too, in *Reg. v. Manning* (32 W. R. 720, 12 Q. B. D. 241) for the principle that where two persons are indicted for conspiring together, and they are tried together, both must be acquitted or both convicted. There does not seem, however, to be any reported case exactly like the recent one. The position of things was clearly absurd, for as things stood after the verdict of the jury, A. had made an unlawful agreement with B. and C., but neither B. nor C. had agreed with him. In spite of this the Berkshire Quarter Sessions passed sentence upon A., the court being of opinion that it had no jurisdiction to allow him to withdraw his plea. It seems clear that if a case had not been stated, a writ of error would lie, for the record would be bad on the face of it. A case was stated, however, and the conviction has been quashed. One of the cases most in point is *Reg. v. Thompson* (16 Q. B. 832). In that case there were three defendants jointly indicted for conspiring together and with other persons unknown. No evidence was given that any other person whatever was connected with the conspiracy, and a jury found that A. had conspired with either B. or C., but they did not know which, and so they gave a verdict of guilty against A. and acquitted B. and C. Here it was held that the verdict could not be supported against A. It is to be noticed that in this case the jury found that A. had conspired with some person, but they did not know which of two. If, however, in this case the conviction of one could not stand, it seems to follow *a fortiori* that the conviction can not stand where the jury have found that neither of the other two did conspire with A. In fact *Reg. v. Thompson* seems really to be directly in point. In *Rex v. Cooke* (5 B. & C. 538) it was held that if an indictment for conspiracy is found against several, and one is tried alone and convicted, the conviction is good and judgment can be passed on that one, although the others have not appeared and cannot be brought to trial. This case, however, was really inconclusive, for it did not settle what the position would be if the others were afterwards found and acquitted. If such a case occurs in the future, then, according to the recent decision, the conviction of the one will be bad, and probably a writ of error will be the only machinery for effecting his liberation. *Rex v. Plummer* has also decided that a criminal court has jurisdiction at any time before judgment (but not after judgment) to allow a prisoner to withdraw a plea of guilty and plead not guilty.

THE SOMEWHAT unusual verdict of *felo de se* was brought in by a coroner's jury in the Bradford district recently. Though the consequences of this verdict are by no means so harsh at the present time as would have been the case a century ago, it cannot be denied that they necessarily entail a good deal of additional pain to the relatives of the suicide. Before the statute 4 Geo. 4, c. 52, the body of a person *felo de se* was interred at night in a public highway, generally at a cross-road, with a stake driven through the body, and no rites of Christian burial were allowed. That Act prescribed that the coroner should direct the interment of such person to take place in consecrated ground within twenty-four hours between the hours of nine and twelve at night, but gave no powers for the performance of Christian rites. This provision was repealed by the statute 45 & 46 Vict. c. 19, and re-enacted with the omission of the limitations as to time, though it is still necessary for the interment to take place after sunset. The latter Act provides, by reference to the Burial Laws Amendment Act, 1880 (43 & 44 Vict. c. 41), s. 13, for the use of such prayers as may be prescribed or approved of by the ordinary, a provision which also applies to persons dying unbaptized or excommunicate, but the full Christian service is still forbidden by law. Logically, a person *felo de se* is guilty of self-murder, and the form of the finding of the jury, "that the said C. D. did feloniously kill himself," is similar to that in ordinary cases of murder. But in general a coroner's jury will endeavour to temper justice with mercy to the relatives of the suicide, as far as is consistent with their oaths, and it is only in cases of indubitably wilful self-destruction that they do not return a verdict of "suicide whilst of unsound mind"; a verdict with which the rites of Christian burial are compatible.

THE EFFECT OF PAYMENT OF INTEREST IN KEEPING A MORTGAGE ALIVE.

THE decision of the Court of Appeal in *Bradshaw v. Widdrington* (*ante*, p. 530), affirming the judgment of BUCKLEY, J. (49 W. R. 698), illustrates the doctrine established by a series of cases that a mortgage may be kept alive by payment of interest, although the mortgagor is not in possession, and there has been a conveyance to a purchaser who has taken the land as unincumbered. Under the Real Property Limitation Act, 1833, it was considered that the statute would run against a mortgagee from the day fixed for repayment (*Doe v. Williams*, 5 A. & E. 291), notwithstanding that interest was regularly paid; and hence his only safety lay in actually entering into possession. To avoid this result the Real Property Limitation Act, 1837 (1 Vict. c. 28), provided that the mortgagee might enter "at any time within twenty [now twelve] years next after the last payment of any part of the principal money or interest secured" by the mortgage; but the Act did not define the person by whom an effectual payment could be made, and this has had to be determined by judicial decision. The question was much discussed in the House of Lords in *Chinnery v. Evans* (11 H. L. C. 115), and it was there settled that, to keep the mortgage alive, it is not necessary that the payment of interest should be made by the person who is in possession of the mortgaged property. The payment cannot, indeed, be made by a mere stranger, but it is effectual if made by a person who is liable to pay, and hence it may be made by a mortgagor even after he has parted with the equity of redemption; and although this is inconsistent with the decision of the Court of Appeal in *Newbould v. Smith* (34 W. R. 690, 33 Ch. D. 127), yet that decision, in which *Chinnery v. Evans* was not noticed, cannot impair the rule laid down in the House of Lords.

That an effectual payment cannot be made by a mere stranger was also the result of the decision in *Harlock v. Ashberry* (30 W. R. 327, 19 Ch. D. 539), and for this purpose a tenant of the mortgaged property counts as a stranger. Hence payment of rent by a tenant to the mortgagee was not such a payment as would save the statute from running against the mortgagee. "The underlying principle," said JESSEL, M.R., "of all the Statutes of Limitation is that a payment to take a case out of the statute must be by a person liable as an acknowledgment of right." And in *Lewin v. Wilson* (11 App. Cas. 639)

this statement was enlarged by including persons who were entitled to make a payment under the mortgage. "In this case," said Lord HOBHOUSE, "their lordships think it sufficient to say that payments made by a person who under the terms of the contract is entitled to make a tender, and from whom the mortgagee is bound to accept a tender of money for the defeasance or redemption of the mortgage, are payments which by section 30 [of a colonial statute similar to 1 Vict. c. 28] give a new starting-point for the lapse of time." But in applying these principles it is assumed that at the time the mortgage was created the statute was not already running against the mortgagor. An owner who is already out of possession cannot by mortgaging the land create a fresh right in the mortgagee, and then keep such right alive by payment of interest: *Thornton v. France* (46 W. R. 66; 1897, 2 Q. B. 143). Provided, however, that the statute had not begun to run when the mortgage was created, the rights of the mortgagee are preserved by payment of interest by the mortgagor, notwithstanding that he has subsequently lost possession: *Doe v. Eyre* (17 Q. B. D. 366).

It is settled, then, that the mortgagee, in order to safeguard his rights, is not bound to see that the person from whom he receives interest is in possession of the land. Provided he receives it from the mortgagor or his agent, or from some other person who is either liable or is entitled to pay, he is entitled to the benefit of 1 Vict. c. 28, and the statute does not run against him. In *Bradshaw v. Widdrington* (*supra*) this principle was applied, and perhaps somewhat extended, under the following circumstances. In 1879 JAMES E. BRADSHAW mortgaged real estate to trustees of a will to secure an advance of about £5,000. He borrowed the money for the use of his son, WILLIAM BRADSHAW, to whom it was at once paid over, and on the same day the son executed to the father a bond to secure repayment of the principal with interest at 4 per cent., the rate payable under the mortgage. The mortgage was carried through by a solicitor who acted for all parties, and with whom the deeds were left. In the books of the solicitor's firm WILLIAM BRADSHAW was, until 1885, treated as paying the interest on the mortgage to his father, and the trustees as receiving it, although the father in his account was not treated as receiving it from his son. From 1885 to 1892 the son was treated as paying the interest direct to the trustees. In 1887 JAMES E. BRADSHAW died, leaving the son and the solicitor his executors. In 1892 the son, WILLIAM BRADSHAW, paid the mortgage money to the solicitor, and in the books it was treated as paid to the trustees. In fact, however, the solicitor misappropriated it, and himself continued the payment of interest to the trustees until his death in 1899. Meanwhile in 1884 the mortgaged estate had been purchased by Colonel J. C. BRADSHAW, another son of the mortgagor, without knowledge of the mortgage, and in the conveyance to him it was expressed to be conveyed free from incumbrances. After the solicitor's death the trustees gave Colonel BRADSHAW notice to pay off the mortgage, and he brought the action for a declaration that their right to the mortgage had been extinguished. A decision adverse to him was given by BUCKLEY, J., and this has now been affirmed by the Court of Appeal.

The result assumes, in accordance with the principle above stated, that for the rights of a mortgagee to be preserved by payment it is not necessary that the payment should be made by or on behalf of a person in possession of the land. They may be made by any person liable to pay or who is entitled to pay, and no question arises as to the actual possession of the land for the time being. In this case the payments were made by WILLIAM BRADSHAW, who was neither the mortgagor nor the person in possession of the land; nor, it would seem, was he in strictness the agent of his father to make the payments. Under these circumstances it might have been contended that since, as regards the mortgagees, he was under the mortgage contract neither bound to pay nor entitled to pay, he was therefore to be treated as a stranger, so that his payments would be ineffectual. But this view was taken neither by BUCKLEY, J., nor the Court of Appeal. The former, upon the assumption that WILLIAM was not his father's agent, said: "Still he was, as between himself and his father, the person who was bound to pay, and his payment, made in pursuance of his contractual obligations towards his father, was his father's

admission of liability." And similarly in the Court of Appeal COLLINS, M.R., based his judgment on the fact that the payments, being made with the father's assent, were an acknowledgment by him. "Whether," he said, "the person who pays has the obligation imposed upon him by law as a legal agent, or whether you have him appointed to pay under some arrangement with the mortgagor himself, so long as he pays with the assent, express or implied, of the mortgagor, that seems to me a payment that keeps alive the liability of the mortgagor, being in point of law an admission by him of the subsistence of the security." And the same implied assent that was given by the mortgagor in his lifetime was given by his executors after his death. Hence the effectual payments were brought down to 1892, when WILLIAM BRADSHAW, as he thought, paid off the mortgage money, and the statutory period, therefore, had not run. To the list of persons who can make an effectual payment to keep the mortgage alive must be added any person who, as between himself and the mortgagor, ought to make the payment, and who consequently makes it with the implied assent of the mortgagor.

FRAUDULENT SALE BY AN AGENT.

THE House of Lords have allowed the appeal in *Farguharm Bros. & Co. v. King & Co.* (reported elsewhere; in Court of Appeal, 49 W. R. 673; 1901, 2 K. B. 697), and the judgments are couched in language which implies surprise that the majority of the Court of Appeal should have gone wrong in what is regarded in the higher tribunal as a perfectly plain case. The facts admit of being very shortly stated. The plaintiffs were timber merchants, and imported large quantities of timber which they warehoused at the Surrey Commercial Docks. The timber was delivered to purchasers on delivery orders addressed to the dock company. In January, 1895, the plaintiffs sent to the company a written authority under which one CAPON, who was a confidential clerk in their employment, was empowered to sign transfer or delivery orders on their behalf. CAPON had no authority to sell timber, except to a limited amount to the old customers of his employers' firm, but he made use of his authority to sign delivery orders for the purpose of effecting fraudulent sales. From time to time he signed transfer orders directing the dock company to transfer the timber into the name of "J. T. Brown," and then, using this name and writing from an address which had no connection with the plaintiffs' business, he sold the timber to the defendants. The defendants purchased and paid for the timber in good faith, and obtained delivery by means of delivery orders signed in the fictitious name of "J. T. Brown." The question in the action was whether the plaintiffs or the defendants were, under these circumstances, liable to bear the loss occasioned by CAPON's fraud.

The action was tried before MATHEW, J., who put to the jury the following question: "Did the plaintiffs so act as to hold CAPON out to the defendants as their agent to sell the goods to the defendants?" and this question the jury answered in the negative. Indeed no other answer seems to have been possible. The only holding out was in the giving of the authority to sign delivery orders, and this authority was communicated only to the dock company, and not to the defendants. The learned judge declined to put to the jury the question which the defendants' counsel urged was the proper one—namely, "Had the plaintiffs, by their conduct, enabled CAPON to hold himself out as the true owner, or as entitled to dispose of the goods?" Upon the answer to the former question he entered judgment for the plaintiffs for £1,200, the agreed amount of damages.

In the Court of Appeal, the majority of the Court (A. L. SMITH, M.R., and VAUGHAN WILLIAMS, L.J., STIRLING, L.J., *diss.*) held that the course adopted by MATHEW, J., was wrong. They were impressed with the fact that the real point in the case was which of two innocent parties was to suffer for the fraud of a third, and they saw the obvious applicability of the maxim enunciated by ASHURST, J., in *Lickbarrow v. Mason* (2 T. R. 63): "We may lay it down as a broad general principle that whenever one of two innocent persons must suffer by the acts of a third, he who has enabled such third person to occasion the loss must sustain it." But this broad general principle is

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But w above g another point at ing to t was not of the authori of the not ena tiffs. 1 enacting mercant though in the E for the BURN, J "At co confer to the g excepti rule wa the own the sell pledge, so act and the bills of commo the pos was th Co. v. entrur other t owner. the pr enough must dispos the ju dispos In c technic correct applic that h it. Th favour nothing the ma relaps goods title t The d princ that i

not good law, and even VAUGHAN WILLIAMS, L.J., admitted that it is subject to qualification. "The conclusion at which I have arrived," he said, "is that one ought never to say that a person has, within the meaning of the rule, enabled the third person to occasion the loss or commit the fraud, unless the act which he did is an act which he intended to be acted upon by somebody." Thus the mere entrusting of property to another for safe custody does not enable him fraudulently to sell it within the meaning of the rule, but it is, on this view, otherwise where he is entrusted with the property for the purpose of dealing with it. The distinction, so far as regards the priority of equitable claims upon land, is supported by *Brooklesby v. Temperance Building Society* (43 W. R. 606; 1895, A. C. 173), and was acted on by FARWELL, J., in the recent case of *Rimmer v. Webster* (50 W. R. 517). In the present case CAPON had been entrusted with an authority under which he was intended to dispose of the timber, and hence, in the opinion of the majority of the Court of Appeal, the plaintiffs had enabled him to commit the fraud and were therefore liable for the consequences.

But whatever may be the exact limits of application of the above general rule, if it is strictly a rule of law at all, there is another which, as STIRLING, L.J., shewed, is decisive of the point at issue. The defendants had purchased goods belonging to the plaintiffs without the plaintiffs' authority, and there was nothing to cure their want of title. Accordingly the value of the goods had to be restored to the plaintiffs. The authority to sign delivery orders gave CAPON the control of the goods, but it is clear that this fact by itself did not enable him to make a good title against the plaintiffs. Indeed this sufficiently appears from the necessity for enacting the Factors Acts under which, in certain cases, a mercantile agent is enabled to make a good title to goods even though he is exceeding his authority. These Acts—now embodied in the Factors Act, 1889—would never have been required but for the strictness of the common law rule enunciated by BLACKBURN, J., in *Cole v. North-Western Bank* (L. R. 10 C. P., p. 362): "At common law a person in possession of goods could not confer on another, either by sale or by pledge, any better title to the goods than he himself had." And after referring to the exception of sales in markets overt, he continued: "The general rule was that to make either a sale or a pledge valid against the owner of the goods sold or pledged, it must be shewn that the seller or pledger had authority from the owner to sell or pledge, as the case might be." The owner of the goods might so act as to clothe the seller or pledger with apparent authority, and then he could not deny the authority. But "the possession of bills of lading or other documents of title to goods did not at common law confer on the holder of them any greater power than the possession of the goods themselves." And to the same effect was the observation of Lord CAIRNS, C., in *Shropshire Union, &c., Co. v. Reg.* (L. R. 7 H. L. 496), that the mere fact that a man entrusts another with the *indicia* of property does not enable that other to create in favour of a third person a title against the owner. In the present case CAPON had, indeed, the control of the property, but as STIRLING, L.J., pointed out, this was not enough. To enable him to create a title against the plaintiff he must have been held out by them as having authority to dispose of the goods. The question put by MATHEW, J., to the jury, therefore, was correct, and the negative answer to it disposed of the defence.

In commenting on the decision at the time, we observed that technically the judgment of STIRLING, L.J., might be more correct, but we expressed a feeling of sympathy with the application by the majority of the court of the broad principle that he whose conduct causes the loss shall be left to suffer for it. The House of Lords have pronounced very emphatically in favour of the view of STIRLING, L.J., and have apparently nothing to say, even by way of sympathy, in favour of that of the majority of the court. "The case," said the Lord Chancellor, relapsing into Latin, "was *lucce clarius*; it was simply that of goods stolen, and a buyer from a thief could acquire no better title than that of the thief who purported to sell the goods." The defence, said Lord MACNAGHTEN, "has no foundation in principle or in authority," and he treated the case as analogous to that in which property, which has been lost, has been sold by the

finder. "It is," he said, "no answer to the true owner to say that it was his own carelessness that enabled the finder to pass it off as his own. If that be so, how can carelessness, however extreme, in the conduct of a man's own business preclude him from recovering his own property which has been stolen from him?" The technical correctness of this we have already admitted, and it would seem that the plaintiffs were clearly entitled in the present case to recover. But the circumstance that the Factors Acts have encroached on the common law rule shews that it is not to be regarded as a model of justice, and though the *dictum* of ASHURST, J., that the party whose conduct has caused the loss ought to suffer, may not represent any rule which can with safety be applied as a rule of law, yet it is a counsel of perfection towards which the law ought to endeavour to approximate. It is at least a plausible argument that a trader who chooses his agent, and entrusts him with the control of property, ought to answer for his mistaken confidence, rather than a third party should suffer, who has had no part in choosing the agent, and whom the agent, by reason of the position in which he has been placed, has been enabled to deceive. It should be noticed, however, that Lord MACNAGHTEN, who regarded the law as too clear to allow of any inquiry into the actual merits of the parties, nevertheless pointed out that, if the plaintiffs had trusted a man who turned out to be dishonest, the defendants, on their side, had without inquiry dealt with a stranger who was passing under a fictitious name. The general result is that, in cases of this kind, the strict law is to be followed, and no short cut to justice is permissible on the lines of the *dictum* in *Lickbarrow v. Mason*.

REVIEWS.

MASTER AND SERVANT.

A TREATISE ON THE LAW OF MASTER AND SERVANT, INCLUDING THEREIN MASTER AND WORKMEN IN EVERY DESCRIPTION OF TRADE AND OCCUPATION. WITH AN APPENDIX OF STATUTES. By CHARLES MANLEY SMITH, formerly one of the Masters of the Supreme Court. FIFTH EDITION. By ERNEST MANLEY SMITH, Barrister-at-Law. Sweet & Maxwell (Limited).

This edition fully keeps up to the high standard of its predecessors. The whole subject is carefully treated; each separate relation of master and servant, the contract, the duties of the one to the other, and the liabilities, civil and criminal, which the relation may involve will be found in its appropriate chapter; and the statute law on the subject, which has assumed formidable proportions, is given in an appendix with annotations. The case-law has been brought well up to date.

FRAUD AND MISTAKE.

A TREATISE ON THE LAW OF FRAUD AND MISTAKE. By WILLIAM WILLIAMSON KERR, Barrister-at-Law. THIRD EDITION. By SYDNEY E. WILLIAMS, Barrister-at-Law. Sweet & Maxwell (Limited).

The last edition of this work, Mr. Williams points out in his preface, was published in 1883, and hence the leading feature of the present edition is that much of the text has had to be reconsidered by the light of *Derry v. Peek* (38 W. R. 332, 14 App. Cas. 337). The main result of that decision—that to support an action founded on misrepresentation, it is necessary to prove actual, and not merely constructive fraud—cannot of course be contested, but we are not sure that Mr. Williams has done wisely to seek to minimize the effect of the decision, and to resuscitate *Slim v. Croucher* (1 D. F. & J. 518). Although that case was not expressly overruled by *Derry v. Peek*, yet in *Low v. Bouverie* (40 W. R. 50; 1891, 3 Ch. 113) Lindley L.J., held that it was in effect overruled, and, should such a case occur again, we imagine that a person giving information in answer to inquiry could not be made directly answerable for the result of an erroneous statement in the absence of fraud, or of such recklessness as to be equivalent to fraud. With regard to the text generally, recent decisions have furnished abundant matter for consideration, and it has been carefully revised. The doctrine of priorities as between successive incumbrancers, for instance, depends largely on fraud, and notwithstanding the frequency with which it has been before the courts it is still productive of numerous decisions. In this, as well as in other matters, Mr. Williams has succeeded in giving the effect of the recent authorities, and in the present edition the work is satisfactorily brought up to date.

LICENSING REFORM.

THE NEED AND PRACTICABILITY OF LICENSING REFORM. By FREDERICK ERNEST SLEE, M.A., B.O.L., Barrister-at-Law. J. S. Phillips.

This is not a book intended for lawyers especially, but still it is one of considerable value to those lawyers who take an interest in licensing reform. The form of the book has been determined by the reports of the Royal Commission of 1896, and is somewhat in the nature of an answer to articles published by the Hon. Sidney Peel, the secretary of that commission. It is a very careful study of the whole subject, from the point of view of a fair-minded friend of "the trade," who sees all weak places in his opponents' case and is not blind to a few in his own. Reform is dealt with fully and thoughtfully, and many oft-repeated charges against brewers and publicans are shown to have very little substance in fact. For example, it is very widely accepted nowadays that there are too many public-houses. The author admits that in some few localities this is so, but contends that no sweeping reduction is necessary. He argues, too, that the cry against the tied-house system is ill-founded, and while not denying that defects exist in the liquor laws, he makes out a strong case to prove that this much-abused system is not to blame. In short, the proposition the author seeks to prove is that, although the liquor laws are by no means perfect, the need of change is not so pressing and urgent as to justify hasty or ill-considered legislation; that drunkenness is diminishing, not increasing; and that rash changes in the law are more likely to check the steady growth of temperance than to accelerate it. The book is a useful contribution to the subject, and has the great advantage of being the work of one who, in addition to his general knowledge of the subject, is thoroughly acquainted with the law thereon.

CORRESPONDENCE.

STAMP DUTY ON RETIREMENT OF A TRUSTEE.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to your remarks on p. 563, the profession will no doubt note with pleasure that Sir Henry Fowler has procured the insertion in the Finance Bill, 1902, of a clause limiting to 10s. the duty on conveyances or transfers made for effectuating the retirement of a trustee under section 11 of the Trustee Act, 1893.

We observe you say Sir Michael Hicks-Beach would not hear of retrospective legislation on the subject, and with reference to this we should like to remark that no doubt the profession will consider that in fairness to themselves and their clients, when the Inland Revenue officials change their minds as to the proper amount of duty payable on a certain class of deed, and insist upon a higher rate of duty being paid where they have previously adjudged a lower rate to be sufficient, then they should either at once publicly make known to the profession the change in their views, or when there is legislation on the subject it should be made retrospective.

June 16.

COUNTRY SOLICITORS.

CASES OF THE WEEK.

House of Lords.

FARQUHARSON BROTHERS & CO. v. KING & CO. 17th June.

PRINCIPAL AND AGENT—FRAUD ON AGENT—SALE OF STOLEN GOODS—ESTOPPEL.

Appeal from order of the Court of Appeal (A. L. Smith, M.R., and Vaughan Williams, L.J., Stirling, L.J., dissenting, reported 49 W. R. 673; 1901, 2 K. B. 697). The action was brought by the appellants against the respondents to recover certain timber, or damages for its conversion. The appellants were timber merchants, and warehoused large quantities of timber at the Surrey Commercial Docks, having at the same time an office in the City of London. The timber, when sold to a purchaser, was handed over to him by means of a delivery order signed by the appellants and addressed to the dock company. The appellants had a confidential clerk in their employment named H. J. Capon, whose duties were to attend at the office and to direct the business in the absence of the partners, and he had a certain authority to sell timber. In 1895 the appellants sent the following written authority, signed by them, to the directors of the dock: "We hereby authorize you to accept all transfer or delivery orders which shall be signed on our behalf by Mr. H. J. Capon, whose signature is subjoined. The company acting also on our signature as heretofore." With it was sent a letter to the manager of the docks informing him of the arrangements made. For some years from 1896 Capon signed transfers and delivery orders whereby he perpetrated a series of frauds. He transferred timber at the docks into the name of J. T. Brown, and writing from an address in Battersea sold it in this fictitious name to the respondents. They acted *bona fide* in the transaction, paid him the price, and obtained delivery of the timber from the docks by means of orders signed in the name of Brown. It

appeared that the prices paid by the respondents were fair and reasonable, and the business carried through in the ordinary course. The learned judge (Mathew, J.) asked the jury whether the appellants so acted as to hold out Capon to the respondents as their agent to sell to the respondents, and upon a negative answer, judgment was entered for the appellants for £1,200, the agreed amount. The Court of Appeal set this aside and entered the verdict and judgment for the respondents, upon the ground that the present appellants had by their conduct enabled their clerk to commit the fraud, and that therefore the loss must fall upon them.

THE HOUSE (Earl of HALSBURY, L.C., and Lords MACNAGHTEN, SHARP, ROBERTSON, and LINDLEY) allowed the appeal.

Earl of HALSBURY, L.C., in the course of his judgment said: But for the views expressed by some of the judges below I should have thought it was a plain case. A servant of the appellants had stolen their goods, and the question was whether the persons who received the goods innocently could set up a title to them as against the man's employers. I think that statement is sufficient to dispose of the case. It was a clear case of stealing, just as much as that of a pickpocket who took a handkerchief out of a man's pocket. Capon, the servant of the appellants, had no authority from them to dispose of the goods, and having stolen them, how could he convey the property in them to a third party, even though the latter was perfectly innocent? It was impossible he could in the circumstances disclosed. It was a theft, and the thief could give no better title to another than he himself had. I do not know what estoppel has to do with the case. I am therefore of opinion that the appellants are entitled to succeed.

Lord MACNAGHTEN in a long judgment expressed his concurrence. The other noble and learned lords agreeing, the decision of the Court of Appeal was reversed.—COUNSEL, *Asquith, K.C., Danckwerts, K.C., and Whately; Lawson Walton, K.C., and Caballé. SOLICITORS, Ward, Park, & McKay; Anning & Co.*

[Reported by C. H. GRAFTON, Esq., Barrister-at-Law.]

Court of Appeal.

GUNN v. SHOWELL'S BREWERY (LIM.) AND OTHERS. No. 1.
13th June.

PRINCIPAL AND AGENT—COMMISSION—AGREEMENT TO PAY COMMISSION ON PROPERTIES PURCHASED—PROPERTY INTRODUCED TO PRINCIPAL—PROMOTION BY PRINCIPAL OF COMPANY TO PURCHASE PROPERTY—LIABILITY OF PRINCIPAL TO PAY COMMISSION.

Appeal by the Showell Brewery Co. (Limited) from a judgment of Channell, J., in favour of the plaintiff, who tried the action without a jury. The action was brought by John Edwin Gunn, an auctioneer and commission agent of Cardiff, to recover £8,875 commission, alleged to be due from the defendants to him for introducing certain public-houses and breweries, and was 5 per cent. on all the business that was done. The facts that gave rise to the action were substantially these: The defendant brewery carry on business at Birmingham, and they promoted a company known as Crosswell's (Limited), to purchase certain tied houses at Cardiff and neighbourhood under an agreement that Crosswell's (Limited) were not to brew and that all the beer retailed by their tied houses should be supplied by Showell's (Limited). The latter company, being anxious to increase their business connection in South Wales, decided to purchase other suitable tied houses, and Mr. Charles Showell, who was a director of both companies, consulted with Mr. Young, who was a director of Crosswell's but not of Showell's, as to the best way for this to be carried out. Mr. Young put himself in communication with the plaintiff, Mr. Gunn, and that gentleman agreed to act in the matter, but stipulated that the terms of his remuneration should be put into writing. Mr. Young, accordingly, after consultation with Mr. Charles Showell, wrote a letter—the commission note sued on—which was as follows: "The terms of our arrangement for the purchase of licensed properties is that in every case when we purchase properties, houses or businesses introduced by you, we agree to pay you 5 per cent. on the amount of the purchase, such purchase not to include stock." The plaintiff introduced certain small tied property and then offered a large brewery known as the Caerphilly Brewery, Cardiff, to the defendants. This they at first refused to consider, but eventually they came to the conclusion that it would become advantageous to cancel the agreement they had to supply beer to Crosswell's (Limited) and to join with that company in promoting a new company to take over the houses owned by Crosswell's and their own tied houses and to purchase the Caerphilly Brewery as a going concern to supply all the beer required by the amalgamation. The scheme was adopted, and the Caerphilly Brewery was purchased by the new company for £172,500, and also one of the Cardiff houses introduced by the plaintiff, the Queen's Chamber Hotel, for £5,000. Under these circumstances the plaintiff claimed commission at the rate of 5 per cent. The defendants denied that the commission had been earned within the meaning of the commission note, and said that the two properties in respect of which commission was claimed were never purchased by them; that at the time the commission note was given the arrangement by which the new company was promoted had never been thought of, and that they, instead of purchasing for the new company, had sold their interest in certain licensed property to it and had received compensation for the cancelling of their agreement to supply all the beer required for sale at the tied houses owned by Crosswell's (Limited). Channell, J., decided in favour of the plaintiff, and the defendants appealed.

THE COURT (COLLINS, M.R., and MATHEW and COLEMAN-HARDY, L.J.), without hearing counsel for the respondent, dismissed the appeal.

COLLINS, M.R., said two questions were raised by the case—first, whether Showell's (Limited) were liable by the document signed by Young; and secondly, whether in the events that had happened the purchase had been brought about by the plaintiff. As to the first point, the defendants denied that Young had any power to bind them. The plaintiff had brought his action against the two companies—Showell's (Limited) and Croeswell's (Limited), and Croeswell's (Limited) being in liquidation judgment went against the other defendants. It was clear that although the two defendant companies were separate companies, their interests were intimately connected the one with the other. For instance, Mr. Charles Showell, who was the moving spirit, was a director of both companies. There was cogent evidence that Mr. Charles Showell knew that the contract note was to be sent, and it was clear that the document was given by Young under circumstances that bound the defendant company. Then it was said that the defendants never purchased the properties within the meaning of the commission note. If Showell's (Limited) had purchased the Osprey Brewery and then transferred it to the new company, the result would have been identically the same having regard to the relationship of the parties, and this question could not have arisen. He thought the mere buying to sell again to the new company was but an immaterial link in the chain of events. By its being cut out the true position of the parties was not changed. Here, then, there was evidence, first, that if the property was bought through the introduction of the plaintiff the defendants were liable to pay him compensation, and there was evidence that the property had been bought under those circumstances. Therefore the plaintiff was entitled to his commission, and the judgment appealed from must stand.

MATHW and COZENS-HARDY, L.J.J., gave judgment to the same effect. Appeal dismissed. Stay of execution refused.—COUNSEL, *Hugo Young, K.C., and Shakespeare; S. T. Evans, K.C., David, and Sankey.* SOLICITORS, *Timrell & Deighton, for William Shakespeare & Co., Birmingham; Smiles & Co., for Geo. David & Evans, Cardiff.*

[Reported by ENRIQUE REID, Esq., Barrister-at-Law.]

THOMAS v. THOMAS. No. 2. 17th June.

COUNCIL—CONSTRUCTION—GIFT OF MINERALS "IF THEY SHOULD BE WORKED"—CONDITION PRECEDENT—PERPETUITY.

This was an appeal from a decision of Buckley, J. The testator Thomas Thomas died in 1858. By his will, made in 1845, he devised a certain freehold farm in Wales to his wife for life with remainder to his son Morgan Thomas the elder for life, with an ultimate remainder to his grandson Morgan Thomas the younger in fee. The testator afterwards became entitled to the payment by a railway company of £387 for certain lands taken for the purposes of their undertaking; and by a codicil made in 1857 he bequeathed this sum to his son and his two daughters in equal shares. The codicil then proceeded as follows: "Also if the minerals under" the farm devised as above mentioned "should be worked, I direct the same be divided in the same manner as before mentioned in three parts equal shares." The minerals had been found to be of great value, and this action was brought by the representatives of the son and two daughters to establish the codicil, and for a declaration that on the true construction of it these representatives were entitled to the proceeds of the minerals, the claim being resisted by the executors of the grandson, who had succeeded to the absolute ownership of the farm on the death of the tenant for life. Buckley, J., held that the codicil was duly executed and attested, but that the words above quoted amounted to a gift of an estate in land which was void under the rule against perpetuities, since the working of the mines was a condition precedent to the gift, and this might not take place within the legal period. The plaintiffs appealed, and it was argued on their behalf that the gift was a present one, and the working was not a condition precedent.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I think this testator failed to give expression to his probable intention. I cannot help thinking that he intended the son and daughters to have the minerals; but he has made, not a present gift of them, but a conditional one, the condition of which might not happen within the period allowed by law.

ROMER, L.J.—I agree. I am not sure what the testator meant, but I cannot gather any clear expression of intention that the minerals should pass to the beneficiaries immediately. It appears to me that he intended the division of the proceeds to depend on the sale of the minerals under some condition or other, which, in any case, puts the plaintiffs in hopeless difficulties.

STIRLING, L.J. concurred.—COUNSEL, *H. Terrell, K.C., and Coots; Arthur, K.C., and Stewart Smith, K.C.* SOLICITORS, *Heider, Roberts, Walton, & Thomas; White & Sons.*

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re ANDREWS. ANDREWS v. ANDREWS. Kekewich, J. 5th June.

DONATIO MORTIS CAUSA—VALIDITY—BALANCE AT POST OFFICE SAVINGS BANK—CERTIFICATE OF LOCAL LOANS 3 PER CENT. STOCK.

This was a summons taken out by the executrix of the will of Miss Amy Caroline Andrews to determine the validity of certain *donationes mortis causa* made by the testatrix to her sister, Miss Anna Catharina Andrews. It appeared that on the 31st of August, 1901, the testatrix, being then in expectation of death, expressed a desire that, in the event of her death, her sister should have all her money in the Post Office Savings Bank, including a sum which the bank had invested for her in

Government Stock, and she accordingly delivered to her sister a deed containing her Post Office Savings Bank book and an investment certificate issued to the testatrix by the Savings Bank for £50 10s. Local Loans 3 per cent. Stock, and also gave her sister the key of the desk. The testatrix died three days after making the above gifts. The substantial question was as to the validity of the gift of Local Loans Stock, it being admitted during the argument that the delivery of the bank-book constituted a good *donatio mortis causa* of the balance standing to the testatrix's account at the date of her death at the savings bank: *c.f. Re Weston* (50 W. R. 294; 1902, 1 Ch. 680). The rules contained in the savings bank book provided for the receipt of deposits for investment upon certain conditions, and rule 16 enabled depositors to invest their deposits in certain descriptions of Government Stock, including Local Loans 3 per cent. Stock. The rule then continued as follows: "Dividends upon such stock standing in a depositor's name will be credited to his deposit account as they become due, and will be entered in his deposit book when it is received for the annual examination. They will when credited carry interest like cash deposits. Any depositor who may desire to invest in Government Stock must forward to the Controller of the Savings Bank Department an application on a printed form to be obtained at any post office savings bank, and the deposit book will also be required in that department, but where a deposit is made for the purpose of immediate investment, the book need not be sent with the application to invest, but can be held over until the acknowledgment of the deposit is received. The investment will be at the current price of the day upon which it is made, and a certificate thereof will be sent to the depositor by post. Sales of stock will be effected at the request of the depositor, made in like manner, the application being accompanied by the deposit book and investment certificate, and in such case the value of the stock at the current price of the day of sale, less commission, will be forthwith paid by warrant to the depositor at the Post Office Savings Bank most convenient to him. A depositor may transfer stock standing to the credit of his account with the Post Office Savings Bank into his own name at the Bank of England upon making application to the Savings Bank Department on a form which can be obtained at any Post Office Savings Bank, and sending it with his deposit book and investment certificate." The testatrix's bank book contained an entry stating that this stock had been invested for the depositor. The investment certificate certified that £50 10s. Local Loans 3 per cent. Stock had been placed on the Savings Bank Investment Account of the National Bank Commissioners, that the same had been credited in the Government Stock Register of the Post Office Savings Bank to Amy Caroline Andrews, and that her deposit account had been charged with the sum of £51 1s. 4d., being the price of the stock at the date of investment, and commission. It also contained a note that in the event of the depositor desiring to sell the stock or to transfer it into her own name in the books of the Bank of England, she must forward the certificate and her deposit book, with her application, to the Controller of the Post Office Savings Bank. On behalf of the donee of the stock it was argued that the stock stood in the same position for the purpose of a *donatio mortis causa* as any other moneys deposited in the savings bank, with the one exception that the stock was not entered in the name of the person entitled to it. The bank book and the investment certificate together formed evidence of the indebtedness of the Post Office, and of the circumstances of that indebtedness. If the stock had been invested in the name of the depositor, as might have been done under rule 16, then, no doubt, upon the authorities, the delivery of the stock certificate would not have been a good *donatio mortis causa*, because a transfer would be necessary in such a case. But here no transfer by the depositor was necessary, the transfer being made by the savings bank.

KEKEWICH, J., said that as regards the cash deposit at the bank the case was covered by the decision of Byrne, J., in *Re Weston* (50 W. R. 294; 1902, 1 Ch. 680), and he desired to express his entire concurrence in that decision. The question as to the Local Loans Stock was new. The Post Office gave facilities to depositors to invest in Government Stock. They might invest through the Post Office Savings Bank in their own names, and in that case the stock could only be realized in the ordinary way. It could not be contended that that would be a good subject-matter for a *donatio mortis causa*. Both principle and authority were against that contention. But, in order to assist the depositors, the Post Office Savings Bank did something else. Instead of purchasing so much stock in their own names, it invested the money for them; in other words, the bank acted as a trustee of the stock for the depositors, and every depositor whose money was so invested had an investment certificate. After referring to the certificate issued to the testatrix, his lordship said that there was a large sum of Local Loans Stock standing in the name of the National Debt Commissioners. That could only be transferred in the ordinary way at the Bank of England, but the commissioners had a Post Office Savings Bank account in their books, and in that account they credited the Post Office Savings Bank with the sum of £50 10s. on behalf of the depositor, Amy Caroline Andrews. There was no transfer of stock, it was a mere credit in their books. If the depositor desired to realize there must be a debit of so much as was to be transferred to her. There was no transfer, but the £50 10s. was credited to her at the current price of the day, less commission, and the result was that she was entitled to receive that amount in cash, and if she so requested, the money would be paid to her by warrant at the Post Office Savings Bank most convenient to her. If she changed her mind, and preferred that the money should remain at the Savings Bank, she had to make a fresh deposit, notwithstanding that she never touched the money. The depositor could not get this money simply by asking for it, but these forms had to be gone through, and, in truth, it was a sale of the stock standing in the lady's name, although, as a matter of fact, there was no sale at the Bank of England. According to the principle of *Re Dillon* (38 W. R. 369,

44 Ch. D. 77), as stated by Byrne, J., in *Re Weston* (50 W. R. 294; 1902, 1 Ch. 680, at p. 685), the test was whether or not the document, besides acknowledging the receipt of the money, expressed the terms upon which it was held, and showed what the contract between the parties was. There was here a book in which the sum of stock was mentioned. That showed that the Post Office Savings Bank had invested the money, and the rules which were printed in the bank-book no doubt shewed the terms upon which it was held. But it was not intended that that should be necessarily exhaustive. It was necessary in the present case to go a step further, and Byrne, J.'s, decision did not assist his lordship to say that this must be a proper *donatio mortis causa* of the Local Loans Stock so invested. So to hold would be to push the doctrine beyond the decided cases; and although the doctrine had been extended of late years in some cases, this was a substantial step further, and he thought it was a step which ought not to be taken by a judge of first instance. His lordship accordingly decided in favour of the validity of the gift of the balance at the bank, and against the validity of the gift of the Local Loans Stock.—COUNSELL, H. E. Wright; Lytleton Chubb; G. Cave. SOLICITORS, Radford & Frankland; W. D. Mercer; Pritchard & Sons.

[Reported by C. B. CAMM, Esq., Barrister-at-Law.]

Re NEW PREMIER CYCLE CO. Buckley, J. 7th June.

COMPANY—REDUCTION OF CAPITAL—SCHEME INVOLVING APPROPRIATION OF FUND IN SATISFACTION OF RIGHTS OF PREFERENCE SHAREHOLDERS DISALLOWED—DISCRETION OF COURT—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 11.

This was a petition under section 11 of the Companies Act, 1867, for the confirmation by the court of resolutions passed by the above-named company for the reduction of the capital of the company. The company was incorporated on the 29th of June, 1896, for the purpose of purchasing and carrying on a cycle business. The capital consisted of £600,000, divided into 300,000 preference and 300,000 ordinary shares of £1 each. On the 31st of August, 1901, owing to the depreciation in the value of the goodwill and patents, the company had suffered a loss of capital to the extent of £425,000. On the same date there was £74,000 standing to the credit of the reserve fund. Under these circumstances a circular was sent to the shareholders stating the facts, and containing the terms of a scheme submitted by the directors. This scheme involved the writing off of £56,000 from the reserve fund, and the reduction of the capital to £175,000; this reduction was to be effected by the surrender of 50,000 preference and 50,000 ordinary shares, by the reduction in the value of the remaining 250,000 preference and 250,000 ordinary shares from £1 per share to 10s. per share and 4s. per share respectively. It was also proposed that £18,000, being the amount remaining to the credit of the reserve fund, be applied in the payment of a dividend of 1s. 3d. per share to the preference shareholders in full discharge of all dividends due to them prior to the 31st of August, 1901. Resolutions embodying these terms were passed at separate meetings of the preference and ordinary shareholders and were subsequently duly passed and confirmed by the shareholders as a whole. The present application was to confirm these resolutions. The attitude of the preference shareholders was that they only consented to the reduction of the capital on the condition that the distribution among them of the £18,000 as dividend should be allowed. This was not disputed by the company. It was argued that the reserve fund was not capital, but income, being in point of fact arrears of dividend, and that the court should not investigate as to whether a dividend should be paid when there were assets to meet it: *Re Barrow Hematite Steel Co.* (1900, 2 Ch. 846; 1901, 2 Ch. 746) was cited.

BUCKLEY, J., in giving judgment, said: The question in this case is whether I ought to sanction the reduction on these terms. In my opinion I ought not. Mr. Jessel says that if the company were to go on it would be competent for it to apply this £18,000 as dividend, notwithstanding the loss of capital. Assuming that to be so, that is no answer to my objection. If the company had gone into liquidation in November, 1901, that £18,000 would have been assets for the creditors. I know that a reduction of capital is not a winding-up of the company, but the same principles apply. I have to see that the assets of the company are not being removed from the creditors. It seems to me that when a company asks for a reduction of its capital and yet proposes to keep £18,000—that is to say, to divide it amongst a class of its shareholders, the court ought not to sanction it. I am not saying that under no circumstances has the court got jurisdiction to sanction such a scheme. But the application is one in which the court has a discretion. For the reasons above stated I think it is not a case for the exercise of my discretion in favour of the scheme. The petition is dismissed.—COUNSELL, Gers Brown, K.C., and D. Pollock; A. H. Jessel. SOLICITORS, C. J. Furst; Warren, Murtin, & Miller, for Woodcock & Co., Coventry.

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

ATTORNEY-GENERAL v. MAYOR, &c., OF BOURNEMOUTH.
Swinfen Eady, J. 12th June.

TRAMWAY—"SUBSTANTIAL COMMENCEMENT OF WORKS"—"CONCLUSIVE EVIDENCE"—TRAMWAY ACT, 1870 (33 & 34 VICT. c. 78).

This was an information brought by the Attorney-General (as representing the ratepayers of Bournemouth) at the relation of the Poole and District Electric Traction Co. (Limited) and an action in which the relating company was plaintiff, claiming that the defendants should be restrained from continuing to construct a certain tramway on the ground that their powers had expired. The defendants had obtained a provisions-

order, confirmed by Act of Parliament on the 6th of August, 1900, authorizing them to construct (*inter alia*) the tramway in question. On the same day the plaintiff company obtained an Act authorizing it to construct a tramway along the same line, but providing that the power should not be exercised till the 1st of August, 1902, and not then if the defendants had in the meantime constructed their tramway in compliance with certain conditions. It was contended for the Attorney-General and the company that the defendants could not now lawfully construct their tramway because of the provisions of section 18 of the Tramways Act, 1870. That section provides that the powers conferred by a provisional order shall cease to be exercised if within one year from the date of such order "the works are not substantially commenced," unless the time be prolonged by a special direction of the Board of Trade, which had not in this case been obtained. The defendants had not, within the time so prescribed, commenced the construction of the actual line of tramway; they had, however, acquired land for the purposes of a generating station and other like purposes, and had entered into contracts with substantial firms for the construction of dynamos and other plant necessary for the working of the trams. The contracts required an immediate commencement of the works ordered. It was argued for the Attorney-General and the company that this was not a substantial commencement of the works referred to in section 18 of the Tramways Act, 1870, and that the "works" there referred to must mean the "works" of which a plan and section was by Schedule B of the Act required to be deposited with the Board of Trade before the provisional order was obtained—i.e., must mean the actual line of tramway. It was argued for the defendants, first, that it being provided by section 18 of the Tramways Act that a notice in the London Gazette purporting to be published by the Board of Trade that the works had not commenced should be conclusive evidence as to the fact, the court would not act on any other evidence, and a decision of Kekewich, J., to this effect, in *Re Dudley and Kingwinford Tramways* (42 W. R. 126, 69 L. T. 711), was cited. It was argued secondly that "works" must here be understood as defined in section 2 of the Land Clauses Act, 1845, which is required by the Tramways Act, 1870, to be incorporated in the provisional order—i.e., that they must be understood as including the whole of the works authorized by the provisional order, which in this case included the generating station, &c.

SWINFEN EADY, J.—If my decision depended on the question whether a notice purporting to be published by the Board of Trade was not only conclusive evidence, but the only evidence upon which I could act, I should have felt bound to follow *Re Dudley and Kingwinford Tramways* (*supra*), though the cases of *Reg. v. Thomas* (22 L. T. 138) and *Re Yarmouth and Ventnor Railway* (1871, W. N. 236), which tend to show that "conclusive evidence" in an Act of Parliament does not mean "exclusive evidence," do not appear to have been cited before Kekewich, J., in that case. But this question does not arise, because I have come to the conclusion that there has been in this case a substantial commencement of the works within the required time. Section 2 of the Land Clauses Act is incorporated in the provisional order, and "works" are there defined as meaning the whole of the works authorized by the provisional order. In my judgment it would be too narrow a construction of the word "works" in section 18 of the Tramways Act, 1870, to limit it to the actual laying of the tram-line. It may well be that it would be proper, when there is time to lay the tram-line within the two years allowed for completion, to put off doing so to as late a period as possible, so as to disturb the use of the highway as little as possible. Judgment for the defendants, with costs as between solicitor and client.—COUNSELL, Warrington, K.C., and R. J. Parker; Vernon Smith, K.C., and Church. SOLICITORS, S. Morse; Lovell, Son, & Pitfield.

[Reported by GODFREY R. BENSON, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

E. v. E. JEUNE, P. 13th March, 1900; 10th March and 2nd June, 1902.

NULITY OF MARRIAGE—VARIATION OF SETTLEMENTS.

This was a motion to vary the report of the registrar on a petition for variation of settlements, and involved a principle of considerable interest. It appeared that a marriage settlement was executed on the 24th of October, 1898, and that the marriage was celebrated on the 2nd of November, 1898, and was declared null and void on the petition of the husband, the decree nisi being pronounced on the 13th of March, 1900, and made absolute on the 29th of October, 1900. Under the settlement the respondent assigned to the trustees a sum of £50,000 to be raised out of her share, estate, or interest, whether vested or contingent, under the will of her grandfather when that share or interest should fall into possession. The whole of the £50,000, however, could not be raised by reason of some of the provisions in the grandfather's will, and the amount could not be accurately ascertained until after the death of her father. On the 13th of January, 1902, the registrar reported on the petition for variation of settlements presented by the husband, but the petitioner appealed from that report, and contended, *inter alia*, that the registrar should have reported in favour of an annual sum being paid to him during his life out of the income of the settled fund. It was contended on behalf of the petitioner that the law was not clear whether in cases of nullity of marriage the settlement becomes absolutely void *ipso facto* or whether it is voidable. Did the decree annulling the marriage set aside the settlement, or did the settlement stand until it was set aside by the order of the court? *Al., otherwise M. v. M.* (10 P. D. 178), was no doubt usually cited in such circumstances, it apparently being an authority, but the head-note was not justified by the evidence in the case. Neither did the recent case in the Court of Appeal of *Dormer v. Ward* (1901, P. 20)

decide the property set was content being made that, although to deal with

JEUNE, P. on the paper regarded as dealt with did not the applicable settle the husband, a £200 a year settled by K.C.; Bar & Nicholas Wolverhampton

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decide the point. A further question arose as to what actually was "the property settled" with which the court could deal. For the respondent it was contended that the settlement had come to an end on the decree nisi being made absolute. In *Dormer v. Ward* the court did hold distinctly that, although the settlement was dead, the court still had statutory power to deal with such property as was subject to the settlement.

JUNES, P., said that it appeared to him that the contention put forward on the part of the husband was that although a settlement might be regarded as not continuing, yet the property in the settlement might be dealt with by the court as if the decree had set aside the settlement. He did not think that the case of *Dormer v. Ward* (1901, P. 20) was really applicable here. He thought that the effect of the deed was clearly to settle the property which it was contended was not thereby settled. He thought he might take into consideration the average income of the husband, and he would vary the settlement by ordering the wife to pay £300 a year for life to the petitioner, the deed securing the same to be settled by conveying counsel.—COUNSEL, *Inderwick, K.C.*, and *Low, K.C.*; *Bargrave Deane, K.C.*, and *Priestley*. SOLICITORS, *Nicholson, Graham, & Nicholson*; *Miller, Smith, & Bell*, for *Fowler, Langley, & Wright*, Wolverhampton.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

In the Goods of **WILLIAM BROOKER MORIVIAN (PRESUMED DECEASED)**. *Junes, P.* 16th June.

PROBATE—PRESUMPTION OF DEATH.

This was a motion for leave to swear the death of William Brooker Morivian under the following circumstances. Captain Morivian was master of the steamship *Stockport*, belonging to the port of Cardiff. On the 16th of February of this year he sailed in charge of her from Odessa for Hamburg, and on the 19th of February the ship passed through the Dardanelles, but had not since been seen. A hurricane was blowing in the Mediterranean on the 22nd and 23rd February, and it was supposed that the ship had foundered with all hands. Furthermore, a lifeboat had been sighted with a dead body in it, and the boat's name was made out as steamship *Stockport*. On the 2nd of April the ship had been posted at Lloyd's as missing, and the underwriters had paid as on a total loss.

JUNES, P., gave leave to swear the death of Captain Morivian as having occurred on or since the 19th of February, 1902, subject to a notice being given to the company in which he was insured.—COUNSEL, *Barnard*. SOLICITORS, *Riddell & Co.*, for *Morgan, Scott, & Shackell*, Cardiff.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

In the Goods of **ANN CAROLINE SMART (DECEASED)**. *Barnes, J.* 12th May; 11th and 16th June.

PROBATE—INCORPORATION OF DOCUMENTS.

This was a motion for probate of a will and codicil incorporating a document under the following circumstances. It appeared that Ann Caroline Smart died on the 6th of March, 1902, having executed a will on the 28th of February, 1895, and a codicil thereto on the 27th of July, 1900. The clauses of the will material to this motion were as follows: "I direct my trustees to give to such of my friends as I may designate in a book or memorandum that will be found with this will the different articles specified for such friends in such book or memorandum and as regards any of such articles not specifically disposed of by me I declare that Margaret Rose Smart shall have full power to absolutely dispose thereof." After the death of the testatrix a book was found in a drawer of her bedroom, together with the will and codicil marked "1898. Hints for my executors; amended 1899." The book contained the words "they" (the executors) "will like to have a guide as to the disposal of some of my property, so I write down a sketch of my wishes, as I wish to save them all the trouble I can." The codicil did not in any way refer to the memorandum book, but on her death-bed the testatrix had referred both to the will and to the book, and pointed to the drawer where they were subsequently found. The question raised for the consideration of the court was whether this book or memorandum was entitled to incorporation in the testamentary documents inasmuch as it was not in existence at the time the will was executed. The following cases were cited: *In the Goods of Hunt* (2 Robt. 622), *In the Goods of Stewart* (3 Sw. & Tr. 192), *In the Goods of Lady Truro* (1 P. & D. 201), *In the Goods of Mary Reid* (38 L. J. P. & M. 1), and *Durham v. Northern* (1895, P. 66).

BARNES, J., in giving judgment said that there was no doubt that at the time the will was made the book or memorandum was not in existence. Neither was any reference to it to be found in the codicil. Could the memorandum, therefore, under such circumstances, be incorporated with the testamentary document? He did not think that it could. No doubt if a testator referred to a testamentary document it did become incorporated: *Allen v. Maddock* (11 Moo. P. C. 427), *In the Goods of Sunderland* (1 P. & D. 198). But the document which it was sought to incorporate must be in existence at the execution of the testamentary document, and if it is clear that the document was not in existence, but was merely, so to speak, in futuro, there could be no incorporation, *In the Goods of Hunt* (2 Robt. 622), *In the Goods of Stewart* (3 Sw. & Tr. 192), *In the Goods of Lydia Mathias* (3 Sw. & Tr. 100); *In the Goods of Lady Truro* (1 P. & D. 201), *In the Goods of Mary Reid* (38 L. J. P. & M. 1). This book, therefore, ought not to be incorporated with the will and codicil. Costs would be allowed out of the estate.—COUNSEL, *Bargrave Deane, K.C.*, and *Elgood*. SOLICITORS, *Wilson & Norman*.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

REX v. PLUMMER. C. C. R. 10th May; 14th June.

CRIMINAL LAW—THREE PERSONS JOINTLY INDICTED FOR CONSPIRACY—FIRST PERSON PLEADS GUILTY—SECOND AND THIRD PERSONS FOUND NOT GUILTY BY JURY—FIRST PERSON CANNOT BE CONVICTED AND SENTENCED ON HIS PLEA OF GUILTY.

This was a case stated by the justices of the Berkshire Quarter Sessions. It raised the question whether, where three persons were jointly indicted for conspiracy and the first pleaded guilty and the second and third were found not guilty by the jury, the first could be convicted and sentenced on his plea of guilty. Fenton, Plummer, and Wheeler were indicted together on an indictment which contained five counts for obtaining money by false pretences, and a sixth count for conspiring to defraud the Thames Conservators. The sixth count did not allege that there were any other or unknown parties to the conspiracy. All three defendants were included in one arraignment. All pleaded not guilty to the first five counts. Plummer pleaded guilty to the sixth count; the other defendants pleaded not guilty to the sixth count as well as to the first five counts. The jury returned a verdict of not guilty in favour of Plummer on the first five counts, and the trial of the other defendants proceeded, and Plummer was called as a witness, on behalf of the prosecution, against them. Fenton and Wheeler were found not guilty on all the six counts. Counsel for Plummer thereupon submitted that Plummer could not be convicted, as the jury had, by their verdict, negatived any conspiracy. The chairman considered the contention untenable, and thereupon counsel for Plummer asked leave to withdraw the plea of guilty which had been entered for him and to enter a plea of not guilty. The chairman considered that he had no power to do this, but he consented to state a case. The questions for the court were: (1) Whether a conviction could be recorded and judgment passed upon Plummer; (2) whether the quarter sessions had jurisdiction to permit Plummer to withdraw his plea and enter a plea of not guilty; (3) if the quarter sessions were wrong, what course ought to have been taken? During the arguments the following cases were cited: *The King v. Cook* (5 B. & C. 538), *Harrison v. Errington* (Poph. 202), *The King v. Sudbury* (12 Mod. Rep. Case, 473), *Faux's case* (4 Rep. 400), *Lord Sanchez's case* (9 Rep. 211), *The Queen v. Ahearn* (6 Cox C. C. 6), *The Queen v. Brown* (38 W. R. 95, 24 Q. B. D. 357), *The Queen v. Manning* (32 W. R. 720, 12 Q. B. D. 241), *The Queen v. Cloutier and Heath* (8 Cox C. C. 237). *Cur. adv. vult.*

June 14.—THE COURT (LORD ALVERSTONE, C.J., and WRIGHT, BRUCE, DARLING, and JELF, JJ.), having taken time to consider their judgment, quashed the conviction.

WRIGHT, J., in reading his judgment, said: The court must infer from the facts stated that the appellant, Plummer, was given in charge to the jury upon the first five counts in order that, no evidence being offered against him upon those counts, the jury might find a verdict in his favour upon them. There was no reported precedent which, on the facts, was exactly in point. There was much authority that, if the appellant had pleaded not guilty to the charge of conspiracy, and the trial of all three defendants together had proceeded on that charge and had resulted in the conviction of the appellant and the acquittal of the only alleged co-conspirators, no judgment could have been passed on the appellant; because the verdict must have been regarded as repugnant in finding that there was a criminal agreement between the appellant and the others and none between them and him: *Harrison v. Errington*, *The King v. Sudbury*, *Chitty's Criminal Law* (2nd ed.), vol. 3, p. 1141; *The Queen v. Thompson* (16 Q. B. 832). In *The Queen v. Manning*, though the judgments purported to be based mainly on the opinion of the judges in *O'Connell v. The Queen* (11 Cl. & F., at pp. 236-7), which did not seem to affect the present question, the decision was in accordance with the previous authorities, which appeared to establish that the mere possibility of the one defendant's having been acquitted by reason of evidence not being forthcoming or admissible against him which was forthcoming or admissible against the other who had been tried with him was not enough to cure the inconsistency apparent on the record. It was equally clear that, if the appellant had been tried alone for the conspiracy and had been convicted, his conviction would have been good at the time and judgment could have been pronounced against him, although the other persons included in the indictment had not appeared or were dead, or the trial of them had been postponed: *Bro. Abr. Consp.*, 21; *The King v. Nicholls* (13 East, 412 n.), *The King v. Scott* (3 Burr. 1263), *The King v. Cook* (*ubi supra*), *The Queen v. Ahearn* (*ubi supra*). It was, however, not clearly settled whether in such a case of separate trials a subsequent acquittal of the other defendants upon their separate trial would avoid the effect of the previous conviction of the appellant. The present case might be regarded as intermediate between the case of a wholly joint trial and the case of separate trials. If error had been brought, one record would have been made up, and the same record would have shown the inconsistent plea and verdict. The trial ought, therefore, to be regarded as in substance joint, and the plea of guilty ought not to be followed by judgment. There was authority to this effect in *Robinson v. Robinson* (1 Sw. & Tr., at p. 392); and it seemed to be supported by the language of Lee, C.J., in *The King v. Nichols*. Apart from the conclusion of strict law, the unfettered power which 11 & 12 Vict. c. 78 conferred on this court to make such order as justice might require might in this case be exercised in favour of the appellant, who might have pleaded guilty to the minor charge under misapprehension, and who certainly did not plead guilty to any separate offence. As to whether the court had power to allow the appellant to withdraw his plea of guilty, there could not be any doubt that the court had such power at any time before, though not after, judgment (*The Queen v. Cloutier*; *The Queen v. Sell*, 9 C. & P., 346); and as they

inferred that, but for the erroneous opinion that the court of quarter sessions had no such power, the withdrawal would have been allowed, this might of itself be a ground for a *reversal de novo* (*The Queen v. Yeaton*, 10 W. R. 70, 31 L. J. M. C. 70), the indictment being for a misdemeanour. In entertaining this case, notwithstanding that the appellant pleaded guilty, they, the court, adopted the construction of the Act which commended itself to the court in *The Queen v. Brown* in preference to the decision in *The Queen v. Clark* (15 W. R. 48, L. R. 1 C. C. R. 54), where it was held that a question arising upon a plea of guilty was not a question arising upon a trial.

BRUCE, J., read a judgment to the same effect.
DARLING, J., said that he agreed with the judgment of Wright, J.
Lord ALVERSTONE, C.J., said that upon the first point Jelf, J., and he had felt very considerable difficulty, because the rule might be used to defeat the ends of justice; but they felt unable to answer the able judgments of Wright and Bruce, JJ., and therefore concurred in them. As to the withdrawal of the plea they entirely concurred. Conviction quashed.—COUNSEL, *Dickens, K.C.*, and *A. J. David*; *H. C. Biron* and *W. Frampton*. SOLICITORS, *Reeks & Sons*, for *Brain & Brain*, Reading; *W. S. Bunting*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re LAWFORD & LAWRENCE. *Ex parte* THE TRUSTEE *v.* WARD.
Wright, J. 9th and 12th June.

BANKRUPTCY—PLEDGE—PROPERTY OF BANKRUPT—RELATION BACK OF TRUSTEE'S TITLE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 44.

Motion by the trustee in bankruptcy to recover the value of certain cabs and horses pledged by the bankrupts with the respondent, and re-delivered to the bankrupts by the respondent with notice of an act of bankruptcy. On the 14th of September, 1900, the bankrupts deposited a number of cabs and horses with the respondent to secure a loan of £435. On the 27th of September, 1900, the bankrupts deposited a second lot of cabs and horses to secure a loan of £120. On the 6th of October, 1900, the bankrupts committed an act of bankruptcy, their goods having been sold by the sheriff under an execution. On the 26th of October they paid off the loan of £435, and the respondent re-delivered to them the first lot of cabs and horses. On the 9th of January, 1901, a receiving order was made against them, and on the 11th of January, 1901, they repaid the loan of £120, and the respondent re-delivered the second lot of cabs and horses to them. The trustee now moved against the respondent to recover the difference between the value of the cabs and horses and the amount lent by him upon them. It was proved at the hearing to the satisfaction of the court that the respondent had notice of the act of bankruptcy of the 6th of October when he gave back the first lot of cabs and horses to the bankrupts; and of the receiving order when he returned the second lot.

WRIGHT, J., dismissed the application, holding that, although the respondent had notice of the act of bankruptcy and of the receiving order, he could not have refused to return the goods pledged with him by the bankrupts when they came and tendered him the amount of the loans.—COUNSEL, *Carrington* and *Frank Mellor*; *Muir Mackenzie* and *S. G. Lushington*. SOLICITORS, *Cecil F. Jennings*; *George Reader*.

[Reported by P. M. FRANKS, Esq., Barrister-at-Law.]

Re HOWES. Wright, J. 13th June.

BANKRUPTCY—COSTS—TAXATION—PROSECUTION OF BANKRUPT—DEBTORS ACT, 1869 (32 & 33 VICT. c. 62), ss. 16, 17.

Application by way of appeal from the taxing-master in bankruptcy. In this case the trustee with the express sanction of the committee of inspection had instructed a firm of solicitors to prosecute the bankrupt. The bankrupt was acquitted, but the prosecution nevertheless was the means of recovering some property from the estate. When the solicitors' bill came before the taxing-master he taxed off the costs of the prosecution on the ground that the trustee should have followed the procedure laid down in section 16 of the Debtors Act, 1869, in which case the costs of the prosecution would have been borne by the Public Prosecutor as provided by section 17 of the same Act. The provisions of those sections are as follows:—Section 16: "Where a trustee in any bankruptcy reports to any court exercising jurisdiction in bankruptcy, that in his opinion a bankrupt has been guilty of any offence under this Act, or where the court is satisfied upon the representation of any creditor or member of the committee of inspection that there is ground to believe that the bankrupt has been guilty of any offence under this Act, the court shall, if it appears to the court that there is a reasonable probability that the bankrupt may be convicted, order the trustee to prosecute the bankrupt for such offence." Section 17: "Where the prosecution of the bankrupt under this Act is ordered by any court, then, on the production of an order of the court, the expenses of the prosecution shall be allowed, paid, and borne as expenses of prosecutions for felony are allowed, paid, and borne." The trustee appealed against the decision of the taxing-master, and contended that the trustee, having obtained the express sanction of the committee of inspection, ought to be allowed the costs of the prosecution.

WRIGHT, J., affirmed the decision of the taxing-master, holding that the trustee was not entitled to the costs of a prosecution undertaken without an order of the court as provided for by section 16 of the Debtors Act, 1869. Application dismissed.—COUNSEL, *Muir Mackenzie*. SOLICITORS, *Adams & Adams*.

[Reported by P. M. FRANKS, Esq., Barrister-at-Law.]

LAW SOCIETIES.

LAW ASSOCIATION.

A meeting of the directors was held on the 12th inst. at the hall of the Incorporated Law Society, Mr. Arthur Toovey in the chair, the other directors present being Mr. Burt, Mr. Daw, Mr. Nisbet, Mr. Peacock, Mr. Ram, and Mr. Vallance. Annuities amounting to £540 were granted to members' widows, and grants amounting to £285 were made in relief of non-members' cases. An additional gift in commemoration of the Coronation was made of £10 to members' cases, and £5 to non-members' cases, amounting in all to an additional sum of £185, and making the total sum of £1,010 voted in relief. Mr. Arthur Toovey was elected chairman of the board for the year, and other general business was transacted.

LEGAL NEWS.

OBITUARY.

The death is announced at the age of fifty-three of Mr. GEORGE PHARSON WHEELER, the chief clerk in the Judicial Department of the Privy Council—an office which he had filled for the last twenty-six years. Mr. Wheeler, who was a graduate of Dublin University, was called to the bar at the Inner Temple in 1874, and went the Western Circuit. Before his appointment in the Civil Service he was a journalist, and in that capacity took part in the Prince of Wales's visit to India. In collaboration with Mr. Frank Safford he wrote a work on Privy Council appeals.

APPOINTMENTS.

Mr. A. R. KIRBY has been elected a Bencher of Lincoln's-inn, in succession to the late Mr. C. T. Simpson.

The King has been pleased to approve the appointment of Mr. GILBERT STUART HENDERSON, of the Calcutta bar, to be a Judge of the High Court of Judicature at Calcutta, to fill an appointment recently created to meet the increase of the work of the court.

GENERAL.

The Lord Chief Justice has been appointed by the Government to act as arbitrator for the settlement of disputes between the Indian Executive and the British Treasury, as to the proper apportionment of public expenditure affecting India.

The Lord Chief Justice, accompanied by Mr. Justice Bigham, will go to South Africa at the beginning of the Long Vacation in August, when they will visit Johannesburg, Pretoria, and the principal battlefields and places of interest in connection with the late war.

A tablet to the memory of the late Lord Justice Coleridge has been placed in Allington Church, Devon. The subscribers to the tablet included the present Lord Chief Justice, Lord Justice Mathew, Mr. Justice Wright, Mr. Justice Bigham, Sir John Kennaway, M.P., Mr. Mellor, K.C., and the head master of Eton.

The Lord Chief Justice entertained a number of the members of the Northern Circuit at dinner at his house in Kensington on Tuesday evening, among them being Sir Joseph Lees, K.C., M.P., Mr. Pickford, K.C., Mr. Carver, K.C., Mr. Shae, K.C., Mr. Horridge, K.C., Mr. Taylor, K.C., Mr. Steel, K.C., and the Hon. J. Mansfield.

In reply to a resolution of the Associated Chambers urging that facilities should be afforded by the Board of Trade for a full inquiry into the working of the present law as regards trade-marks, Mr. Gerald Balfour replied that before giving a definite reply to the suggestion that a committee should be appointed to consider this subject, he would be glad to give further consideration to the matter. He hoped, however, to be in a position to send a reply in the near future.

Mr. John Albert Farnfield, of Birley House, Brixton Hill, and formerly a member of the firm of J. A. & H. E. Farnfield, solicitors, Lower Thames-street, who died on the 24th of April, left an estate of the value of £23,628 9s. 6d. He bequeathed £500 to the Royal Masonic Benevolent Institution for Freemasons and Freemasons' Widows, upon trust to apply the income every year as a consolation prize for one male and one female candidate who shall be unsuccessful at the election in May.

Thursday, the 12th inst., being the grand day of Trinity term at Gray's-inn, the Treasurer (Mr. Herbert Reed, K.C.) and the Masters of the Bench entertained at dinner the following guests: The Right Hon. Lord Strathcona and Mount Royal, the Right Hon. Lord Avebury, the Right Hon. H. H. Asquith, K.C., M.P., the Right Hon. Sir Frank Lascelles, G.C.B. (British Minister at Berlin), General Sir Edward Brabant, K.C.B., the Right Hon. Sir Edward Carson (Solicitor-General), Sir Equire Bancroft, Colonel Alfred Egerton, C.B. (Equerry to H.R.H. the Duke of Connaught), Mr. Austen Chamberlain, M.P., Colonel Royle, M.P., and Mr. Frank Dicksee, R.A. The Benchers present in addition to the Treasurer were H.R.H. the Duke of Connaught, Lord Ashbourne, Lord Shand, Mr. Henry Griffith, Sir Arthur Collins, K.C., Mr. Hugh Shield, K.C., His Honour Judge Bowen Rowlands, K.C., Mr. James Shell, Mr. Arthur Beetham, Mr. John Rose, Mr. Paterson, Mr. Mulligan, K.C., Mr. Matkinson, K.C., Mr. Macaskie, K.C., Mr. C. A. Russell, K.C., Mr. Montague Lush, K.C., Mr. Dacey, C.B., Mr. Barnard, Mr. H. C. Richards, K.C., M.P., Mr. Duke, K.C., M.P., Sir Julian Salomons, K.C., with the Preacher (the Rev. Canon C. J. Thompson, D.D.).

The annual dinner of the Hardwicke Society will be held at the Hotel Cecil on Tuesday, the 8th of July next, at 7. for 7.30 p.m., to meet the representatives of the Colonies at the Coronation, Sir Wilfrid Laurier, K.C., Mr. Barton, K.C., Mr. Seddon, Sir Charles Tupper, Sir Gordon Sprigg, Sir W. Sendall, Sir Albert H. Hime, Sir J. West Ridgeway, Sir Henry Blake, Sir Robert Bond, Sir F. W. Grenfell, and Sir W. McGregor, the majority of whom have already accepted the invitation of the society to be its guests upon this occasion.

The Treasurer and Masters of the Bench of the Inner Temple have issued invitations for a banquet in the society's hall, at 8.30 p.m., on Tuesday, the 1st of July, to meet the Premiers and other distinguished visitors from his Majesty's dominions beyond the seas. Among those who have already accepted the invitation are: Mr. Edmond Barton, K.C., Mr. Seddon, Sir J. Gordon Sprigg, Lieut.-Colonel Sir Albert Henry Hime, the Hon. Sir Robert Bond, and Mr. Chamberlain. Many distinguished judges, including the Lord Chancellor of Ireland, the Lords of Appeal, the Lord Chief Justice of Ireland, and the Master of the Rolls, have also accepted the invitation; and among the Masters of the Bench, the Lord Chancellor and the Speaker of the House of Commons have expressed their intention to be present. Members of the Inn who desire to attend the banquet are requested to apply for tickets at the Treasurer's office, Inner Temple, without delay, and not later than Tuesday, the 24th of June.

Tuesday night, says the *Daily News*, was the annual ladies' night debate of the Hardwicke Society, and a large company assembled in Gray's Inn Hall. The subject for debate was "Should Women be Admitted to the Legal Profession?" and Mr. H. C. Richards, K.C., M.P., opened in the affirmative, contending in a vein of light banter that women might at least be admitted to the "lower" branch of the profession, that of the solicitors, as they would introduce honesty into its practices, and be able to receive the confidences of ladies upon delicate matters needing the interference of the law. In the course of the discussion, in which several ladies took part, the Common Serjeant (Mr. Bosanquet) said that if lady lawyers might be judged by lady litigants they would never be stupid or dull, but invariably rude. Mr. Justice Lumley Smith drew a harrowing picture of the domestic discord which might arise if husband and wife appeared on opposite sides, or if a lady barrister appeared before her husband as judge and his decision were against her.

On taking his seat in court on Monday morning, says the *Times*, Mr. Justice Grantham referred to the stands which have been erected in front of the Law Courts for the purpose of providing seats to view the Coronation procession. He said that there appeared to be an impression that these stands, which projected to a considerable extent over the public footway, had been erected by the authorities of the Law Courts. That, however, was not the case. He himself had previously had the management of the stands at the Law Courts, and he was applied to a month or two ago to allow the stands which had now been allotted by the Lord Chancellor to the judges and the bar to be extended over the pavement so as to provide more seats and a better view. He had positively refused to accede to this request, as in his opinion the pavement ought to be left free for persons passing to and fro. He found, however, that the present structure had been put up, projecting over the pavement, by the Corporation of Westminster, who claimed a right to do it. He did not know whether they had the right, but he supposed they had. He thought it right, however, to mention this matter, as the profession had the opprobrium of having occupied the pavement, and it was also due to the Lord Chancellor, who had been mentioned as having control of the building.

At Worcester, on the 13th inst., says the *Times*, Frederick Corbett, solicitor, was charged with misappropriating various sums of money belonging to clients, amounting to over £4,000. Mr. Tree prosecuted on behalf of the Treasury, and of four charges proceeded first with one relating to a sum of £2,535, belonging to Thomas Vincent Acton and Middleton Henry Dand. Mr. Tree explained that the prosecutors were trustees under the marriage settlements of the late Major De Trafford, upon whose death in July last the defendant was requested to wind up the estate. As there was much delay, Mr. Davis, another solicitor, was consulted, with the result that the defendant, after handing over certain securities, confessed that he could not pay the balance, saying, "I am a ruined man; I am like a stockbroker unable to meet his engagements, I must pay the penalty of my folly." Mr. Tree explained that the defendant had offered to and did supply information to enable the case to be proved. Formal evidence having been given, the defendant, upon being charged, made a speech from the dock to the effect that two years ago he would have had a legal defence to the charge, and even now he might have one, but he could not shut his eyes to the trend of recent decisions in cases affecting solicitors, who seemed to get scant consideration. Matters were made criminal which until recently were purely matters of account. He should therefore plead guilty. Other charges having been investigated, the defendant was committed for trial at the assizes, being released on bail.

The Royal Exchange Assurance Corporation have declared a further dividend of £10 per cent., free of income tax, making a dividend of £14 per cent. on the capital stock of the corporation for the year 1901.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEWICH.	Mr. Justice BYRNE.
Monday, June.....23	Mr. W. Leach	Mr. Jackson	Mr. Theod	Mr. King
Tuesday.....24	Theod	Pemberton	W. Leach	Farmer
Wednesday.....25	Greswell	Jackson	Theod	King
Thursday.....26	Church	Pemberton	W. Leach	Farmer
Friday.....27	Farmer	Jackson	Theod	King
Saturday.....28	King	Pemberton	W. Leach	Farmer

Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JONES.	Mr. Justice SWINEN EADY.
Monday, June.....23	Mr. Beal	Mr. R. Leach	Mr. Church	Mr. Pemberton
Tuesday.....24	Carrington	Godfrey	Greswell	Jackson
Wednesday.....25	Beal	R. Leach	Church	Carrington
Thursday.....26	Carrington	Godfrey	Church	Beal
Friday.....27	Beal	R. Leach	Church	Godfrey
Saturday.....28	Carrington	Godfrey	Greswell	R. Leach

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

JUNE 23.—Messrs. DAVID BURNETT & Co., at the Mart, at 1: Reversion to One-fifth of £44,000, invested in Railway Stock, Corporation Stock, Shares, &c.; lady aged 51. Solicitors, Messrs. Bird & Eldridge, London. (See advertisement this week, back page.)

JUNE 24.—Messrs. C. W. DAVIES & SON, at the Mart, at 2: Shop and Dwelling-house at Holloway; let at £67 10s. per annum. Solicitors, Messrs. Geo. Brown, Son, & Vardy, London. (See advertisement, June 7, p. 4.)

RESULT OF SALE.

Messrs. H. E. FOSTER & CRANFIELD held their usual Periodical Sale of Reversions and Life Policies at the Mart, E.C., on Thursday last, the following being some of the prices realized:—

REVERSION to One-half of about £1,100; life 21 attaining 25 ... Sold £430
 ANNUITY of £10; life 47 75
 ABSOLUTE REVERSION to £1,812 India 3½ per Cent.; life 58 90½
 LIFE POLICY for £500; life 61 185

WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABSOLUTE LIFE ASSURANCE CO., LIMITED—Petn for winding up, adjourned April 22, directed to be heard on June 10, was again adjourned, and will be heard on June 24. Weatherley, 2, Old Serjeant's Inn, Chancery Ln., solr for the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 13.

ASHANTI KWAI SYNDICATE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to William Wallis Fletcher, 103, Gresham House, Old Broad st., Karuth, Union st., Old Broad st., solr.

BLACK FLAG SYNDICATE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to John Folland Lovering, 2, Church passage, Guildhall.

BRITISH CO-OPERATIVE SUPPLY CO., LIMITED—Creditors are required, on or before July 23, to send their names and addresses to R. W. Hope Bunt, King st., Wakefield. Townsend & Woodhead, Wakefield, solrs to the liquidators.

BROOKS GOLD FIELDS, LIMITED—Creditors are required, on or before Aug 11, to send their names and addresses, and the particulars of their debts or claims, to Ernest Alfred Foster, 6, St Helen's, Birchalls, Gracechurch st., solrs to the liquidator.

DOUGLAS DEVELOPING SYNDICATE, LIMITED—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Alexander Hayes Singleton, 11, Abchurch Ln. Geo & Wm Webb, New Broad st., solrs for the liquidator.

HARMAN & HARMAN, LIMITED—Petn for winding up, presented June 9, directed to be heard June 24. Harnda, Gresham st., solr to the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 23.

HEAR CLOUGH COTTON MANUFACTURING CO., LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to John Thomas Maxwell, Heap Clough, Grange, Haslingden, Lancaster. Woodcock & Sons, solrs to the liquidator.

JAMES DUNLOP & SON, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to Sanderson & Weatherhead, Quay Wall, Berwick upon Tweed, solrs for the liquidator.

KROENKE CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 26, to send their names and addresses, and the particulars of their debts or claims, to Arthur Henry Hewett, 23, Billiter st.

MINERAL OILS CORPORATION, LIMITED—Petn for winding up, presented June 11, directed to be heard June 24. Clarkson & Co., 10 and 11, Lime st., solrs to the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 21.

MR. VALET, LIMITED—Petn for winding up, presented June 9, directed to be heard June 24. Yates, 40, Chancery Ln., solr to the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 23.

ST. HANVY, LIMITED—Petn for winding up, presented May 22, directed to be heard at the County Court, Park st., Croydon, June 24. Hodges & Pyke, 73, George st., Croydon, solrs to the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 23.

"SG" SYNDICATE, LIMITED—Petn for winding up, presented June 7, directed to be heard June 24. Beal & Payne, 22, Budge row, solrs to the petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 23.

TOWER OIL CO., LIMITED—Creditors are required, on or before July 16, to send their names and addresses, and the particulars of their debts or claims, to George Alfred Gale, Royal Insurance bldgs, Bowdley Ln., Hull. Molden & Co, Hull, solrs to the liquidator.

London Gazette.—TUESDAY, JUNE 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

KUTNOW BROTHERS, LIMITED—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Lawrence Hasluck, 17, Holborn viaduct. Nicholson & Co, Coleman st., solrs to liquidator.
 JAMES SYNDICATE—Petn for winding up, presented June 11, directed to be heard June 24. Beal, Craven st., Strand, solr to petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 23.

PATENTS AND MANUFACTURES DEVELOPMENT CO., LIMITED—Creditors are required, on or before July 19, to send their names and addresses, and the particulars of their debts or claims, to Edward Parker Wilson, 61, Wood Exchange Tatham & Lonsdale, 16, Old Board st, solvers to the liquidator.

PATENT CHIMNEY POT CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 26, to send their names and addresses, and particulars of their debts or claims, to Frederick Craven, Accountant Bradford Armitage, Leeds, solvers to the liquidator.

PONT CULVER STEAMSHIP CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Thursday, June 26, to send their names and addresses, and the particulars of their debts or claims, to Arthur Henry Chalmers, 5, Fenwick st, Liverpool.

W. & D. BURY, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to William Daniel Busby and William Edward Mounsey, 26, St. Anne st, Liverpool. Tyrer & Co, Liverpool, solvers to liquidators.

WEST PRINCE OF WALES MINE, LIMITED—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to Harry Read Smith, 81, Walbrook.

COURT PALATINE OF LANCASTER.

MANCHESTER STOCKYARDS, LIMITED—Petition for winding up, presented June 10, directed to be heard at the Court House, Byrom st, Manchester, on Monday, July 7, at 10 o'clock. Eddowes & Sons, The Strand, Derby, solvers to petition. Notices of appearing must reach the above named not later than 6 o'clock in the afternoon of July 6.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, MAY 27.

BAKER, GEORGE, Hilldrop cres July 1 Denton & Co, Gray's inn sq

BARRETT, MARY SUSAN, Maidstone July 14 Day, Maidstone

BATES, WILLIAM MOWBRAY, Stanley, Durham Farmer July 1 Bidley, Stanley, RSO

BROOKLYN, JOSEPH SYKES, EYAM, Derby, Currier July 31 F & H Taylor, Bakewell

BROUGHTON, LEWIS PRICES DELVES, Catfield, nr Titchfield, Hants June 30 Lawford & Co, Austin Friars

CHANDLER, CHARLES, Lambeth June 30 Holmes & Son, Clements in

CHAPLIN, BENNET, Rugby June 30 Upperton & Co, Lincoln's inn fields

COLES, ELLEN, Bristol June 24 Pershuse, Bristol

DAWSON, ANDREW, Hunslet, Leeds June 27 Granger & Son, Leeds

DYER, ALFRED JAMES, St Mary, Southampton July 1 Fairs & Co, Southampton

EYAN, JANE, Haverfordwest, Pembrokeshire June 30 Eaton & Co, Haverfordwest

FRANK, JOHN SAMUEL, Burton on Trent, Licensed Victualler June 17 Knowles & Everard, Burton on Trent

FOWLER, JOHN, Dronfield, Derby June 24 Alderson & Co, Sheffield

GODDEN, WALTER, Portland pl, Hotel Manager June 24 Wynne Baxter & Keeble, Laurence Pountney hill, Cannon st

GREGORY, MARY JANE, Kensington Sept 1 Barlow & Barlow, Fenchurch st

GREY, the Hon Dame BARBARA CHARLOTTE, Cobham, Surrey June 24 Taylor & Co, Bedford row

HARVEY, WILLIAM HENRY, Beversbrook rd, Tufnell Park July 1 Keene & Co, Seething in

HOKOKINSON, EDMUND, Baslow, Derby, Miller July 31 F & H Taylor, Bakewell

JACQUES, JOHN HENRY, Bankerville rd, Wandsworth Common July 1 Collinson & Co, Bedford row

JENKINS, ELEANOR, St Bees, Cumberland June 30 Thompson, Whitehaven

JOHN, HARVARD RICHARDS, St Keverne, Cornwall, Farmer July 1 Tysack, Helston, Cornwall

JONES, WILLIAM, Kingsay, nr Thame, Oxford June 24 Balfour & Co, Old Serjeants' inn, Chancery in

KEEN, MARY, Millom Rural, Cumberland June 30 Clark, Broughton in Furness

LORD, CHARLES, Keighley, Yorks July 19 Naylor & Cass, Keighley

LUDLOW, SARAH AGNES, Ambleby, nr Stroud June 38 Wootton & Son, Finsbury circus

MANING, EDWARD STEVENS, Uppminster, Farmer June 30 Hunt & Co, Romford

MITCHELL, ESTHER ELLAN, Shrewsbury July 1 Mitchell, Shrewsbury

MORGAN, ANN, Birmingham, Draper June 30 Price, Birmingham

NETHERWOOD, SARAH ANN, Dalton in Huddersfield June 30 Hallas, Huddersfield

POWMAN, SAMUEL, Bedford, Shoemaker June 30 Tibbs & Son, Bedford

POWDER, ELIZABETH, Sunbury on Thames June 30 Sawbridge & Son, Aldersbury

PROCTER, ISAAC, Holme, Westmoreland, Farmer June 14 Talbot & Rham, Milnthorpe

PUNNETT, EDWARD, Tonbridge, Builder July 1 Gorham & Co, Tonbridge

RAPER, ARTHUR, Crutched Friars June 18 Raper & Collier, Crutched Friars

ROADWAY, GEORGE, Bath June 30 Stone & Co, Bath

STEPHENSON, THOMAS, Ralshwaite, Lancs, Husbandman June 30 Clark, Broughton in Furness

THOMPSON, JAMES DUNCAN, Leadenhall st, Merchant July 1 Freeman & Co, Cannon st

WANCUP, CLARA, Brockley June 19 Burton & Son, Blackfriars rd

WATSON, ELIZ, Woodbridge, Suffolk July 7 Gross, Woodbridge

WATTS, EDWARD, Longlight, Manchester July 12 Addleshaw & Co, Manchester

WHITE, WILLIAM HENRY, St John's rd, Hoxton June 30 Adams & Huginin, Long acre

WILSON, CHARLES GARR, Leeds, Gas Stove Manufacturer July 10 Simpson & Simpson, Leeds

WILSON, WILLIAM, Chester le Street, Durham June 17 Nicholson & Martin, Stanley RSO, Durham

London Gazette.—FRIDAY, MAY 30.

ANYON, JOHN HENRY, Malvern rd, Kilburn, Music Publisher July 1 Faulkner, Chancery st, Cavendish sq

ASPINALL, LUKA, Lightcliffe, nr Halifax, Book keeper June 30 England & Son, Goole

BALLANTINE, SARAH JANE, Harrington June 18 Broatch & Co, Keswick

BANKS, GEORGE MEADOWS, Wolverhampton July 12 Wilcock & Taylor, Wolverhampton

BIAL, ROBERT, Skirpenbeck, Yorks, Farmer June 21 Wood, York

BIRCH, CATHERINE, Birkdale, nr Southport June 10 Bull & Brett, Cheshire, Stoke on Trent

BURNEY, GEORGE, Esherborne, Dorset July 1 Bartlett & Sons, Esherborne

BLANKE, JANE, Brighton July 12 Evershed & Co, Brighton

BROWN, HENRY, MD, Manchester June 28 Hadfield & Co, Manchester

CHRYNE, CAROLINE, Stockwell July 3 Miller & Co, Savile row

CHRYNE, ELLEN, Stockwell July 3 Miller & Co, Savile row

CHRYNE, WILLIAM, Histon, Cambridge Sept 29 Ginn & Matthews, Cambridge

COLUMBO, ISAAC JOHN, Louth, June 14 Allison & Allison, Louth

COWAY, HENRIETTA ELIZABETH, Gateshead July 15 Swinburn, Gateshead

CHARTERS, HENRIETTA, Weybridge July 1 Underwood, Hull

CROWE, MARY ANNE, Norwich July 8 Keith & Co, Norwich

DAWSON, JOHN, Harrington gds June 10 Budd & Co, Austin Friars

DEERS, FRANCIS, Long Melford, Suffolk, Innkeeper June 15 Fisher & Stead, Long Melford

DODSON, HENRY JOHN, Brighton June 30 Pearce & Rowe, Liverpool st

DUGG, WILLIAM, Bournemouth July 10 Tilling, Bishopsgate

FENNINGS, WILLIAM CLEGG, Wellington chambers, London Bridge June 28 Miss Jay, Birch grove, Lee, Kent

FOWLER, ECKOFF BROMHOPE, Longlight, Manchester, Warehouseman July 5 Rogerson & Sutcliffe, Manchester

GRANAH, JOHN WALLACE, Grasmere, Clackamas, Oregon, USA, Railroad Superintendent July 31 Evans & Co, Liverpool

GREEN, WILLIAM HOLLIBSON, Barwick in Elmet, Yorks, Farmer July 1 Granger & Son, Leeds

HEDDEN SARAH, Kingston upon Hull July 15 Davis, Hull

HICKTON, BETSY, Halesowen, Worcester, Beerhouse Keeper June 9 Cooksey, Old Hill, Staffs

HUNTER, ROBERT, Birstall, Yorks June 29 Keene & Co, Seething in

JEFFREY, ELIZABETH, Leamington, Warwick June 30 Wright & Co, Leamington

JENNINGS, MARY JANE, Halifax July 1 Bell, Sowerby Bridge, Yorks

JENNINGS, JOHN, Sowerby Bridge, Yorks, Millwright July 1 Bell, Sowerby Bridge

KING, ELIZABETH, Skipton, Yorks June 30 Charlesworth & Wilson, Skipton

KING, GEORGE, Skipton June 30 Charlesworth & Wilson, Skipton

LANE, WILLIAM, Snaresdale, Berks July 1 White, Basing

MAINWING, GORDON LOUIS, Ashbourne, Derby July 8 Cooper & Co, Newcastle, Shals

MARSHALL, PHILIP, Wednesfield, Staffs June 28 Still & Son, Wolverhampton

MIDDLEY, JAMES, Buttercrambo, Yorks, Farmer July 14 Robson, Pocklington

NETVET, JANE, Slough June 30 Reader & Co, Moorgate st

OTHER, THOMAS, Middleham, Yorks July 4 Chapman & Dixon, Leyburn, RSO, Yorks

PARANORA, ELIZABETH, Porlock, Somerset June 14 Joyce & Co, Williton, Taunton

FIX, HENRY, Swarage June 30 Slade, Swarage

BEAM, JOHN WILLIAM, Long Sutton, Lincs June 28 Mossop & Mossop, Long Sutton

RIGBY, PETER, St Helens, Lancs, Contractor June 21 Barrow & Cook, St Helens

ROX, JAMES, Dudley, Worcester, Licensed Victualler June 30 Tinsley, Dudley

ROSE, GEORGE, Chesham Bois, Bucks, Miller July 1 Francis & How, Chesham

ROYCE, BARBARA, Leicester July 1 Toller & Pochin, Leicester

SEARS, HARRIET, Walworth July 1 Keene & Co, Seething in

SMITH, FREDERICK JAMES, Hyde, 1 of W July 9 Pontifex & Co, St Andrew st, Holborn circus

STANLEY, WILLIAM HENRY, Gt Yarmouth, Boat Owner July 1 Cowl, Gt Yarmouth

SPOTT, ALICE, Hindley, Lancs June 24 Dootson, Leigh, Lancs

TUCKER, WILLIAM, Wedmore, Somerset June 30 March, Axbridge, Somerset, RSO

UHLER, CHARLES, Windsor, Corn Merchant August 1 Last & Goodford, Windsor

WASHER, WILLIAM, Lewes, Gardener June 24 Hillman, Lewes

WATSON JOHN, Sunderland July 15 Watson, Stockton on Tees

WATT, ELIZABETH RUTHERFORD, Spittal, Berwick on Tweed June 27 Smith, Berwick on Tweed

WHEELER, CHARLES, Aylesbury, Bucks June 24 Horwood & James, Aylesbury

WILKINSON, ELLEN HARRIS, Long Sutton, Lincs June 28 Mossop & Mossop, Long Sutton

WILKINSON, PRISCILLA, Long Sutton June 28 Mossop & Mossop, Long Sutton, Lincs

WOODMAN, EDWARD FELLY, Shawford, nr Winchester July 15 Woolbridge & Son, Winchester

London Gazette.—TUESDAY, JUNE 8.

AKHURST, GEORGE HENRY, Margate June 24 Boys, Margate

ALISTER, GEORGE MINNIS, Seacombe, Cheshire, Licensed Victualler July 1 Thompson & Co, Birkenhead

AYLES, CHARLES, Brookley, Provision Dealer July 14 Timbrell & Deighton, King William st, London Bridge

BADDELEY, JAMES, Manchester, Tea Merchant July 15 Domakin, Manchester

BISHOP, ELIZA, Margate June 28 Sankey, Margate

BOWEN, CORNELIUS, Lifford, Baker June 30 Apied, New rd, Stepany

COUSEHILL, ROBERT, Uphill, Somerset, Yeoman June 30 Smith & Sons, Weston super Mare

DEANER, FREDERICK, Harpenden, Herts, Publican June 30 Tuckey, Harpenden

DRIGHTON, THOMAS MILNER, Bridgworth, Salop, Chemist July 14 Timbrell & Deighton, King William st

DIGGLE, MARY AGNES, Manchester June 30 Hadfield & Co, Manchester

DREW, HELEN, Glendore, Yorks August 1 McLaren, Cheltenham

DE GEX, BASIL CULVERHOUSE, Nairobi, Uganda, East Africa July 31 De Gex, Westwood

HANLEY, MARY CALMADY, Kermouth June 24 Ford & Co, Exeter

HAWKSWORTH, JAMES, Barton Blount, Derby July 11 Sale & Co, Derby

HERRICK, THOMAS, Slough, Draper July 11 Charley, Slough

HIGHAM, ANN CATHERINE, Swinton, Lancs June 24 Weston & Co, Manchester

HOLMAN, EMILY CHARLOTTE, St John's Wood Aug 12 Freshfields, Old Jewry

HOLMBOY, MARY ANNE, Rochdale July 4 White, Rochdale

JENNIE, JOHN, Swabborough Farm, Lewes, Farmer June 30 Meadows & Co, Hastings

JONES, EDWARD TUDOR, Swindon, Solicitor July 15 Townsend & Co, Swindon

KITCHING, WILLIAM, Chesterfield, Land Surveyor July 1 Jones & Middleto, Chesterfield

KNIGHT, ELLEN PAULINE, Cheltenham Aug 1 Baylis, Cheltenham

KNIGHT, THOMAS, Byker, Newcastle upon Tyne, Pot Maker July 7 W J S & J A S, Scott, Newcastle upon Tyne

LANG, MARY DISCOMBE, Newton Abbot, Devon July 4 Webster, Newton Abbot

LE GHOS, REGINALD CLAUDE, Lowestoft July 15 Warren & Co, Bloomsbury sq

LOOKER, JOHN, Southborough June 27 Buss, Tunbridge Wells

LOTT, EDWIN MATTHEW, Cornwall rd, Notting Hill July 31 Gash & Co, Finsbury draw

LUME, ELIZABETH ANNA, Havergate July 1 Lumb, Leeds

MEAD, GEORGE HENRY, Devizes, Marcher July 15 Jackson & Jackson, Devizes

MOTARD, MARY SARAH, Comine Nivette, France July 10 Greenip & Co, George st, Mansion House

MOTTRAM, JOHN, Warwick July 14 Campbell & Co, Warwick

NUSSEY, UNADIAN, Leeds July 26 North & Sons, Leeds

OWEN, GEORGE, Burslem, Staffs Publican June 30 Boulton, Burslem

PARKER, CHARLES ROBERT, Bournemouth, Bristol, Beer Retailer July 12 Tait & Sons, Bristol

PATTERSON, JOHN, Plymouth July 30 Mathews, Tavistock

RATTON, WILLIAM, Liverpool July 5 Lucas & Co, Liverpool

RAWESLEY, CAROLINE, Halifax July 14 Riley, Halifax

SCOTT, MARY, Doncaster July 19 Oxley & Coward, Rotherham

SMITH, ANNE ELIZABETH, Ambleside, Westmoreland June 30 Marshall, Leeds

SPENCER, MARY ANN, Goxhill, Lincs July 1 Goy & Co, Barton on Humber

SPRYER, JOHANNA MARIA, Sutton July 12 Southgate & Rawson, Ironmonger in, Chancery

STANDERIDGE, THOMAS, Harkley Hall, nr Northallerton, Yorks July 19 Saunders & Co, Birmingham

STREATHFIELD, CAPTAIN ERIC, Heston, Godalming Aug 31 Burgoyne & Greenish, Oxford rd

TISSER, HERMAN RICHARD ALEXANDER, Lombard st July 5 Foss & Co, Fenchurch st

TWEEDALE, JOSEPH, Marsden, Yorks July 1 Tweedale & Co, Oldham

VICK, MARK, Croydon, Contractor July 14 Boydell, jun, South ac, Gray's inn

WAGSTAFF, JOHN, Southampton July 31 Marriott & Co, Manchester

WALLWORTH, EMILY, Southport June 30 Pythian & Bland, Manchester

WEEKS, JAMES, Tunbridge Wells, Architect June 27 Buss, Tunbridge Wells

WILLS, WILLIAM, St Lawrence, Appleby, Farmer July 4 Bleasmyre & Shepherd, Appleby

WISS, JOHN HENRY, Middlesbrough July 10 Borrie, Middlesbrough

WOODCRAFT, RICHARD, Woodmansterne, Surrey, Farmer July 15 Baker & Thornycroft, Bishop's Stortford, Herts

WYKES, FREDERICK WILLIAM, Cookham, Berks July 24 Garden & Heywood, Finsbury circus

YOUNG, Rev Canon PETER, Lincoln June 30 Coxwell & Pops, Southampton

London Gazette.—FRIDAY, JUNE 6.

ALLARD, EDOUARD JEAN FRANCOIS PAULUS, Brussels June 30 Stevens & Dru, rue Queen Victoria st

ALLATT, WILLIAM, Liverpool, Yorks June 30 Mitcheson, Hookmond wike

ASHOT, JOHN, Roby, Lancs, Farmer July 1 Tyrer, Prescott

BARNES, EMMA ELIZA, East Croydon July 13 Anning, Chesham

BRECH, CATHERINE, Birkdale, nr Southport June 10 Oull & Brett, Stoke on Trent

BREWLEY, ALEXANDER, Stanley gds, Kensington Park rd July 13 Caddy, Chancery in

BRYNTO, THEOPHILUS JOHN, Newport, Shipowner July 4 Hornby, Newport

BLOOMER, ELIZABETH ANN, Higher Opeshaw, Manchester July 10 Longbotham & Sons, Halifax

BROOKS, MARY, Dalton in Furness July 1 Wansborough & Co, Bristol
 BUTLER, HENRY, Leadenhall at, Tea Importer July 14 Bircham & Co, Parliament at, Westminster
 COMFORT, THOMAS DAY, Faversham, Kent, Wine Merchant July 19 Tassell & Son, Faversham
 CROOK, ALAN, Elzing, Southampton July 10 Sharp & Co, Southampton
 CROUCH, JOHN, Farnham, Kent, Farmer July 4 J & J O Hayward, Dartford
 DUNN, HENRY JAMES, Putney July 4 Foster & Co, Queen st pl, Cannon st
 DYLLA, SOPHIA, Walworth rd July 15 Jones, Ludgate hill
 EVANS, DANIEL, Placerville, Cal, USA, Miner July 6 Hewitt & Urquhart, Leadenhall at
 FISHER, SAMUEL, Ridgeway, Derby, Manager June 21 Wing, Sheffield
 GOSWAM, GERALD, Fountain ct, Temple, Barrister at Law July 10 Bloxam & Co, Lincoln's inn fields
 GEORGE, DANIEL, Farnham, Glam, Fitter July 7 Lewis, Cardiff
 HILL, JOHN, Farnham, Fishmonger July 1 Johnson, Lincoln's inn fields
 HUGHES, ELIZABETH, Milborne Port, Somerset July 7 Trass & Knever, Coleman at
 JAMESON, JAMES, Manchester, Yarn Agent July 7 Barlow & Rowland, Accrington
 LLOYD, GEORGE, Thirsk, Yorks, Farmer Aug 9 Lincoln, Strand
 MCCARTY, EMILY MARGARET, Road, Somerset July 1 Mann & Rodway, Trowbridge
 MAIDEN, ELIZABETH, Banbury July 1 Stockton & Sons, Banbury
 MAYOR, GEORGE, Westgate on Sea July 21 Trinder & Co, Leadenhall at
 MAYOR, SARAH, Westgate on Sea July 21 Trinder & Co, Leadenhall at
 MUIR, JOHN, Newcastle upon Tyne July 10 Holmes, Newcastle upon Tyne
 NICHOLLS, ELIZABETH, Highgate July 9 Clarke & Smith, Malmesbury, Wilts
 NORMAN, NICHOLAS, Ekeker, Dairyman July 8 Friend & Tarbot, Ekeker
 OGDEN, LUTITIA, Lynton, Cheshire July 15 Hardicker, Manchester
 PERKINSON, FREDERICK, Knottingley, Yorks July 1 Hind & Co, Goolie
 PORTER, EDWARD, Knightsbridge May 24 Burton & Co, Lincoln
 PURFORD, EDWIN HOLMES, Rye, Sussex, Shoemaker June 20 Dawes & Co, Rye
 RAY, JOHN, Kirby, Cleveland June 21 Carrick, Stockdale, R.S.O., Yorks
 SCHWAB, FREDERICK SIGISMUND, Moorgate at, Merchant July 8 Blyth & Co, Gresham House
 SCOTT, HENRY, Kingston July 11 Finch & Turner, Cardon at
 SHUTE, MARY JANE, Derby July 7 J & W H Sale, Derby
 STEVENS, WILLIAM DAVIES, Newcastle upon Tyne, Shipowner July 10 Holmes, Newcastle upon Tyne
 STOKER, ROBERT, Burnley, Greengrocer July 5 Steele & Steele, Burnley
 TUNNICLIFFE, EMILY, Doughty st July 31 Harrison, Liverpool at
 WHISTMAN, CHARLOTTE, Longbenton, Northumberland July 15 Dickinson & Co, Newcastle upon Tyne
 WHEELER, CAROLINE, Hornsey rise gds July 20 Simey & Cook, Serjeant's inn, Fleet at
 WHITAKER, ANN, Abchurch, Manchester July 23 Ogden, Manchester
 WOOTTON, GEORGE MONTAGU, Sutton, Builder July 3 Olivant, Eastcheap
 WORTHINGTON, JANE, Penwortham, Lancs July 11 Willan, Preston
 London Gazette.—TUESDAY, June 10.
 ALBERT, MARY JEMIMA, Wendover, Bucks July 21 Fitzmaurice, Sloane at
 ASTER, JOHN, Colchester July 6 Marshall, Colchester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 13.

RECEIVING ORDERS.

ALMAN, JOHN HENRY, Bulphan, Essex, Nurseryman Chelmsford Pet June 9 Ord June 9
 BAILEY, WILLIAM JOHN, Scarborough Scarborough Pet June 9 Ord June 9
 BODIN, JAMES OLIVER, Leicester, Grocer Leicester Pet June 11 Ord June 11
 BOWLES, FRANK, Sheffield, Provision Dealer Sheffield Pet June 4 Ord June 9
 BOWTH, JOHN HENRY, Croydon, Carter Croydon Pet May 23 Ord June 10
 BOWYER, ESKA, Swansea, Fancy Dealer Swansea Pet June 9 Ord June 9
 CHANDLER, HENRY JAMES, Stewley, Bucks, Butcher Luton Pet June 9 Ord June 9
 CHARLES, LOUIS, Barrow in Furness, Money Lender Barrow in Furness Pet April 30 Ord June 9
 CHICKELL, HORATIO, Blechnor rd, St John's Wood, Builder High Court Pet May 14 Ord June 9
 CHODDOW, ALBERT BRIGGS, Selby, Yorks, Fried Fish Dealer York Pet June 10 Ord June 10
 CUNDELL, GEORGE JOHN, Attleborough, Tailor Coventry Pet June 10 Ord June 10
 CUNNEY, ELIZABETH ANN ELIZABETH, Swindon, Schoolmistress Swindon Pet June 11 Ord June 11
 FITZ, J. H., Sutton, Builder Croydon Pet April 19 Ord June 6
 FORT, ARTHUR THOMAS, Burnham, Staffs, Grocer Hanley Pet June 11 Ord June 11
 GAPPER, FREDERICK, Temple, Bristol, Baker Bristol Pet June 9 Ord June 9
 GRAY, WILLIAM, Rotherham, Yorks, Fruiterer Sheffield Pet June 10 Ord June 10
 HALL, CHARLES, Hoyland, Yorks, Barnsley Pet Feb 18 Ord June 9
 HARRIS, JOHN THOMAS, Wroth, Lancs, Licensed Victualler Sheffield Pet June 9 Ord June 9
 HARRISON, RICHARD GEORGE, York, Joiner York Pet June 9 Ord June 9
 HODGON, JOHN THOMAS, Coalville, Leicester, Hairdresser Burton on Trent Pet June 11 Ord June 11
 HUTCHINSON, ALEXANDER GIFFORD, Reading, Dealer in Horse Reading Pet May 26 Ord June 7
 JOSE, THOMAS RICHARD, Penbroke, Flannel Merchant Penbroke Dock Pet June 9 Ord June 9
 JOSE, JAMES, Aberdeen, General Haulier Aberdeen Pet June 11 Ord June 11
 JONES, NATHAN JON, Willehall, Lock Manufacturer Wolverhampton Pet June 11 Ord June 11
 KAVANAGH, JAMES JOHN, Plymouth, Laundry Proprietor Plymouth Pet June 10 Ord June 10
 KERRING, EDGAR BASSETT NEWBY, Spondon, Derby, Commercial Traveller Derby Pet June 9 Ord June 9
 LAWTON, JOHN WILLIAM, Southampton, Glam Dealer Liverpool Pet June 11 Ord June 11
 LEWIS, JOHN, New Tredegar, Mon, Grocer Tredegar Pet June 9 Ord June 9
 LITTLE, WILLIAM, Kidderminster, Baker Kidderminster Pet June 10 Ord June 10
 LITTLEPOUND, ALFRED, Cranworth, Norfolk, Baker Norwich Pet June 9 Ord June 9
 LLOYD, THOMAS, FRANCIS THOMAS LLOYD, and HAROLD JOSEPH LLOYD, Burnham, Staffs, Crane Makers Hanley Pet June 10 Ord June 10
 LYON, JOHN KENNEDY, Birkdale, Lancs, Insurance Agent Liverpool Pet June 9 Ord June 9

MCDONALD, JOHN ALLEN, South Shields, Cartwright Newcastle upon Tyne Pet June 10 Ord June 10
 MARTIN, FREDERICK JAMES, Glasbury, Farm Labourer Wells Pet June 9 Ord June 9
 MARKWY, ALBERT SINGLAIN, Bliston, Plumber Wolverhampton Pet June 9 Ord June 9
 NICHOLSON, JOHN, Bradford, Hay Dealer Bradford Pet June 9 Ord June 9
 OWEN, OWEN E., Liverpool Liverpool Pet May 23 Ord June 10
 PRACOCK, WILLIAM, Lower Easton, Bristol, Bricklayer Bristol Pet June 9 Ord June 9
 PHILLIP, EDWARD, and JOHN WILLIAM PHILLIP, Haughfield, nr Helliwell, Yorks, Farmers Bradford Pet June 9 Ord June 9
 PICKLES, JOSEPH, Bingley, Fruiterer Bradford Pet June 9 Ord June 9
 PILE, HENRY REEVE, Dover, Grocer Canterbury Pet June 9 Ord June 9
 PIPER, S. GEORGE, Bezhill, Sussex, Builder High Court Pet April 9 Ord June 11
 POTTER, ALFRED ARTHUR, Bournemouth, Butcher Poole Pet June 9 Ord June 9
 PUTNAM, JOHN, Brady st, Whitechapel, Saddler High Court Pet May 23 Ord June 11
 RICHMOND, CHARLES, Sheffield, Solicitor Sheffield Pet June 10 Ord June 10
 SELBY, GEORGE HENRY, Sheffield, Grocer Sheffield Pet June 10 Ord June 10
 SHELTON, GEORGE JAMES, Tipton, Staffs, Colliery Manager Dudley Pet June 5 Ord June 5
 SIMMONS, WILLIAM COLLARD, Sandwich, Kent, Builder Canterbury Pet June 10 Ord June 11
 SLATER, CHARLES, Grove rd, Marylebone, Coal Merchant High Court Pet June 11 Ord June 11
 SMITH, ARTHUR, Thetford, Norfolk, Baker Norwich Pet June 11 Ord June 11
 THOMAS, GEORGE LEWIS, Pembroke, Blacksmith Pembroke Dock Pet June 9 Ord June 9
 TINKER, JOHN, Huddersfield, Steeplejack Huddersfield Pet June 10 Ord June 10
 TOMMY, CHARLOTTE JANE, Wem, Salop, Builder Shrewsbury Pet June 10 Ord June 10
 TROMAN, ROBERT HAROLD, Aldersnaryburg bldgs, Mantle Maker High Court Pet June 11 Ord June 11
 WEAVER, WALTER, Newtown, Montgomery, Innkeeper Newtown Pet June 9 Ord June 9
 WESTALL, FRANK, Rochdale, Baker Rochdale Pet June 7 Ord June 7
 WILLIAMS, DAVID MORGAN, Tonypanny, Glam, Grocer Pontypridd Pet June 9 Ord June 9
 WOOF, JOHN, Fulwood, nr Preston, Cattle Dealer Preston Pet June 11 Ord June 11

FIRST MEETINGS.

L LUM, OTTO, Swansea, Seaman's Outfitter June 20 at 12 Off Rec, 34, Alexandra rd, Swansea
 ANDERSON, CHRISTOPHER, Burnley, Auctioneer's Clerk June 20 at 12.15 Exchange Hotel, Nicholas st, Burnley
 ATKINSON, THOMAS MORRIS, Ripley, Derby, Grocer's Assistant June 20 at 3 Off Rec, 47, Full st, Derby
 BAILEY, WILLIAM JOHN, Scarborough June 24 at 4 74, Newborough, Scarborough
 BENNETT, ROBERT, Preston June 23 at 11.30 Off Rec, 14, Chapel st, Preston
 BRYAN, REES, Pontypridd, Watchmaker June 20 at 12.30 117, St Mary st, Cardiff
 BUTTERFIELD, ALFRED, Bank, Leeds June 20 at 11 Off Rec, 23, Park row, Leeds

BAIRD, AGNES, Baywater July 14 Croxley & Burn, Moorgate at bldgs
 BANKS, SUSAN, Baling July 12 Webb & Co, Argyll st, Regent at
 BARLOW, BENJAMIN, Brixton hill July 13 Johnson & Son, Gray's inn sq
 BENTLEY, THOMAS, Acocles Green, Worcester July 7 Cottrell & Son, Birmingham
 BEVILL, HENRY, CB, Wymondham, Norfolk July 1 Gusotie & Co, Essex st, Strand
 BEVILL, MARY ANN GOSLIN, Sydenham July 1 Gusotie & Co, Essex st, Strand
 BRADFORD, FLORENCE CAMPBELL, Fulham July 11 Loughborough & Co, Austin Friars
 BRICKLEY, ADELIZA ANNE, Llanbadarnfynydd, Radnor June 23 Woodsam, Newtown
 BROAD, CHARLES HENRY, Weybridge July 24 Waller & Son, John st, Adelphi
 BRUCE, EDGAR, Walton on Thames July 7 Valpy & Co, Lincoln's inn fields
 BUTLER, ANN, Nantymoel, Glam July 14 Thomas, Aberdare
 CLARK, JOHN BLACKWALL, Liverpool, Shipbroker Lee, Sharncliffe
 COATES, GEORGE VINCIGOR, Kingston on Thames July 5 Powell & Rogers, Essex st, Strand
 COX, WILLIAM LUDSON, Hayling Island, Southampton July 7 Harcourt & Co, Ludgate hill
 CRIFFS, JANE, Horsham July 6 Coole & Haddock, Horsham
 DAVIS, EDWARD, Chepstow, Mon Aug 1 Ranges & Co, Fenchurch st
 DEACOCK, HENRY, South Norwood July 21 Taylor, New London at
 DODD, JOHN, Poulton cum Scacombe, Chester, Shipowner July 11 Dodd, Poulton cum Scacombe
 FAIRBURN, JOYATHAN, Rotherham, Corn Factor July 19 Oxley & Coward, Rotherham
 FISHER, ANN, Liverpool July 1 Layton & Co, Liverpool
 GILBERT, MARY GRACE, Gloucester st, Bloomsbury July 5 Evans & Co, Theobalds rd, Bedford row
 GOLDIE WILLIAM, Mansfield, Notts, Hosiery Manufacturer July 18 Hibbert, Mansfield
 HIRST, REBECCA, Humble, Leeds July 21 Granger & Son, Leeds
 HOBSON, JAMES, Bury, Mechanic June 30 Butcher & Barlow, Bury
 LANE, THOMAS FRANCIS, Washington, Columbia, USA, Commission Agent July 8 Brixham & Co, Old Broad st
 LEIGHTON, JOHN, Eiston, nr Shifnal, Salop July 16 Upton, Market Drayton
 MCGEE, GEORGE, Kendal, Westmoreland July 21 Dobson, Kendal
 MOORE, FREDERICK EDWIN, Gt Yarmouth June 17 Burton & Son, Gt Yarmouth
 PALMER, FREDERICK HERBERT, Hornsey, Builders' Ironmonger July 22 Price & Son, Walbrook
 PRACOCK, KNOCH, Andley, Staffs, Collier July 12 T & E Simey, Newcastle, Staffs
 PUGH, LEWIS, Llanbrynmair, Montgomery, Farmer Aug 31 Howlands, Machynlleth, N Wales
 SAYELL, RAY WILLIAM JAMES, Aldwick, Wallington, Surrey Aug 1 Pennington & Sons, Lincoln's inn fields
 SIMPKINS, FRANCIS JAMES, Newbury, Berks July 7 Dixon, Pewsey, Wilts
 SMITH, GEORGE FREDERICK, Halifax, Machine Tool Maker July 21 Farrar, Halifax
 TAYLOR, MATHIA, Bubenhall, Warwick July 1 Wright & Co, Leamington
 WALKER, SARAH MARIA, Hull, Frankish & Co, Hull
 WARREN, HANNAH, Blackpool July 18 Gaultier, Fleetwood
 WIGGALL, JAMES, Haworth, Yorks, Yeoman June 18 Lister & Turner, Keighley
 WOLSTENHOLME, FREDERICK, Sheffield, Wheelwright July 31 Irons, Sheffield
 WOOD, MARY, Preston, nr Brighton June 24 Cushman, Brighton

BOWEN, FRANK, Norwich June 23 at 3 Suffolk Hotel, Lowestoft
 BRIERLEY, HENRY BATES, Nelson, Jeweller June 20 at 12.30 Exchange Hotel, Nicholas st, Burnley
 BURNHALL, GEORGE ROBERT, Newcastle on Tyne, Cumberland Hotel, Proprietor June 20 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
 CAPENDALE, JOHN THOMAS, Doncaster, Yeast Dealer June 20 at 12 Off Rec, Figgies in, Sheffield
 CRACKWELL, HORATIO, St John's Wood, Builder June 20 at 2.30 Bankruptcy bldgs, Carey at
 CHODDOW, ALBERT BRIGGS, Selby, Yorks, Fried Fish Dealer June 25 at 2 Off Rec, The Red House, York
 DAVE, JAMES WILLIAM, Caxton, Notts, Hatter June 23 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 DEAS, JOSEPH, Sutton within Macclesfield, Mineral Water Manufacturer June 20 at 11 Off Rec, 23, King Edward st, Macclesfield
 DEATH, ROBERT JAMES, Reading, Baker June 24 at 12 Queen's Hotel, Reading
 DUGMORE, WILLIAM ABRAHAM, Chorlham, Manchester Fruit Merchant June 20 at 2.30 Off Rec, Byrom st, Manchester
 DUNN, RICHARD, Penryn, Cornwall, Blacksmith June 21 at 12 Off Rec, Bosman st, Truro
 EVANS, ISAAC BOWEN, Ebbw Vale, Mon, Newagent June 20 at 3 135, High st, Merthyr Tydfil
 EVANS, WILLIAM, Salford, Butcher's Manager June 20 at 3 Off Rec, Byrom st, Manchester
 FURNESS, BROOK, Margate, Builder July 3 at 9 Off Rec, 65, Castle st, Canterbury
 GANE, JOSEPH, Bridgewater, Cycle Agent June 29 at 11 Mr W H Camlyn, High st, Bridgewater
 GILL, WILLIAM, Early, Yorks, Joiner June 20 at 11 Off Rec, 31, Manor row, Bradford
 HALL, JOHN WILLIAM, New Southgate, Grocer June 23 at 12 Bankruptcy bldgs, Carey at
 HALL, STEPHEN, Elial, Lancs, Builder June 23 at 11 Off Rec, 14, Chapel st, Preston
 HARRISON, RICHARD GEORGE, York, Journeyman Joiner June 25 at 1 Off Rec, The Red House, York
 HIRCHOLFFE, EDWARD, Dover, Engineer July 3 at 9.30 Off Rec, 28, Castle st, Canterbury
 HIXTON, JOHN EDWARD, Streatham, Draper June 20 at 11.30 24, Railway app, London Bridge
 JOLLY, WALTER, Preston, Butcher June 23 at 10.30 Off Rec, 14, Chapel st, Preston
 KERRING, EDGAR BASSETT NEWBY, Spondon, Derby, Commercial Traveller June 20 at 12 Off Rec, 47, Full st, Derby
 MCDONALD, JOHN ALLEN, South Shields, Cartwright June 20 at 12.15 Off Rec, 33, Mosley st, Newcastle on Tyne
 MALEY, THOMAS, Winsford, Cheshire, Provision Dealer June 20 at 10.30 Royal Hotel, Crewe
 MEAKIN, THOMAS, Bolton, Derby, Contractor June 20 at 2.30 Off Rec, 47, Full st, Derby
 NEAL, FREDERICK WILLIAM, Broadmayne, Dorset, Licensed Victualler June 20 at 12.30 Off Rec, Endless st, Salisbury
 NEWHAM, SIDNEY CHARLES, Newport, I of W, Baker June 21 at 3 Off Rec, 15, Quay st, Newport, I of W
 NICHOLSON, JOHN, Bradford, Hay Dealer June 20 at 11.30 Off Rec, 31, Manor row, Bradford
 OWEN, RICHARD, Holyhead, Ironmonger June 20 at 2.15 Crypt chambers, Basgate row, Chester
 PHILLIP, EDWARD, and JOHN WILLIAM PHILLIP, Haughfield, nr Helliwell, Yorks, Farmers June 23 at 11.30 Off Rec, 31, Manor row, Bradford
 PICKLES, JOSEPH, Bingley, Fruiterer June 23 at 11 Off Rec, 31, Manor row, Bradford

PRICE, IVOR STUART, Paper bldg, Temple June 25 at 11
 Bankruptcy bldg, Carey st
 RICHARDS, JAMES, Hoxton, Devon, Labourer June 20 at 11
 Bankruptcy bldg, Carey st
 RITSON, JOSEPH, Crouch End, Theatrical Agent June 25 at 12
 Bankruptcy bldg, Carey st
 SANGER, STEPHEN, Kilburn June 23 at 12 Bankruptcy bldg, Carey st
 SCOTT, JAMES, 64 Tower st, Wine Broker June 20 at 12 Bankruptcy bldg, Carey st
 SHIELDS, RICHARD PEROT, Bury, Vanman June 20 at 12 45 Exchange st, Nicholas st, Bury
 SUMMERS, SARAH JANE, Leicester, Refreshment House Keeper June 20 at 3 Off Rec, 1, Berridge st, Leicester
 TEAGER, WILLIAM DAVID, Bridgnorth, Salop July 9 at 12 30 County Court Office, Madley
 TINKER, JOHN, Huddersfield, Steeplejack June 21 at 11 Off Rec, 19, John William st, Huddersfield
 TOMMY, CHARLOTTE JANE, Wem, Builder June 24 at 11 30 Off Rec, 42, St John's hill, Shrewsbury
 TREMPASS, SAMUEL WILLIAM, Middlesbrough, Plasterer June 20 at 12 30 Off Rec, 2, Albert rd, Middlesbrough
 WATTS, EDWARD, Shepherd's Bush June 23 at 11 Bankruptcy bldg, Carey st

ADJUDICATIONS.

ALBAN, JOHN HENRY, Bulphan, Essex, Nurseryman Chelmsford Pet June 9 Ord June 10
 ALSTON, SYDNEY VERA, Park pl, St James's st High Court Pet April 23 Ord June 11
 BAUL, WILLIAM JOHN, Scarborough Scarborough Pet June 9 Ord June 9
 BODEN, JAMES OLIVER, Leicester, Grocer Leicester Pet June 11 Ord June 11
 BOWER, FRANK, Norwich Gt Yarmouth Pet May 23 Ord June 9
 BUNNEY, EIRA, Swansea, Fancy Dealer Swansea Pet June 8 Ord June 9
 BURNIE, CLARA LENA, St John's Wood High Court Pet April 19 Ord June 10
 CHOUINARD, ALBERT BRIGGS, Solby, Yorks, Fried Fish Dealer York Pet June 10 Ord June 10
 CUNDELL, GEORGE JOHN, Nuneston, Tailor Covent y Pet June 10 Ord June 10
 CURREY, ELEANOR ANNIE ELIZABETH, Swindon, Schoolmistress Swindon Pet June 11 Ord June 11
 EVANS, WILLIAM SALFORD, Lanes, Butcher's Manager Salford Pet May 23 Ord June 10
 FOULSHAM, BERVON JOHN, Gt Yarmouth, Licensed Victualler Gt Yarmouth Pet May 17 Ord June 9
 FROST, ARTHUR THOMAS, Burslem, Staffs, Grocer Hanley Pet June 11 Ord June 11
 GRAY, WILLIAM, Rotherham, Fruiterer Sheffield Pet June 10 Ord June 10
 HARDEN, JOHN THOMAS, Wroth, Lincs, Licensed Victualler Sheffield Pet June 9 Ord June 9
 HARRISON, RICHARD GEORGE, York, Joiner York Pet June 9 Ord June 9
 HINTON, JOHN EDWARD, Streatham, Draper Wandsworth Pet June 6 Ord June 9
 HODGSON, JOHN THOMAS, Coalville, Leicester, Hairdresser Burton on Trent Pet June 11 Ord June 11
 JOHN, THOMAS RICHARD, Pembroke, Flannel Merchant Pembroke Dock Pet June 9 Ord June 9
 JONES, JAMES, Aberdeen, General Hauler Aberdeen Pet June 11 Ord June 11
 JONES, RATHAN JOE, Willenhall, Staffs, Lock Manufacturer Wolverhampton Pet June 11 Ord June 11
 KAVANAGH, JAMES JOHN, Plymouth, Laundry Proprietor Plymouth Pet June 10 Ord June 10
 KIRLING, EDGAR BASSETT NEWBY, Spondon, Derby, Commercial Traveller Derby and Long Eaton Pet June 9 Ord June 9
 LAWSON, ELIZABETH REBECCA GRAHAM, Bronesbury rd, Kilburn High Court Pet April 22 Ord June 7
 LAWTON, JOHN WILLIAM, Southport, Glass Dealer Liverpool Pet June 11 Ord June 11
 LEWIS, JOHN, New Tredegar, Grocer Tredegar Pet June 9 Ord June 9
 LISTER, ROBERT SMALLWOOD, Dearham, Cumberland, Grocer Cockermouth Pet May 17 Ord June 9
 LITTLE, WILLIAM, Kidderminster, Baker Kidderminster Pet June 10 Ord June 10
 LITTLEPOUND, ALFRED, Crayke, Norfolk, Baker Norwich Pet June 9 Ord June 9
 LLOYD, THOMAS, FRANCIS THOMAS LLOYD, and HAROLD JOSEPH LLOYD, Burslem, Crate Makers Hanley Pet June 10 Ord June 10
 LYON, JOHN KENNEDY, South Birkdale, Insurance Agent Liverpool Pet June 9 Ord June 9
 McDONALD, JOHN ALLEN, South Shields, Cartwright Newcastle-on-Tyne Pet June 10 Ord June 11
 MARTIN, FREDERICK JAMES, Glastonbury, Farm Labourer Wells Pet June 9 Ord June 9
 MASKEW, ALBERT SINCLAIR, Bilsdon, Staffs, Plumber Wolverhampton Pet June 9 Ord June 9
 NEWTON, ROBERT, BAYTON in Furness, Merchant Tailor Barrow in Furness Pet May 13 Ord June 6
 NICHOLSON, JOHN, Bradford, Hay Dealer Bradford Pet June 9 Ord June 9
 PAGE, PRESTON OSBERT, Redland, Bristol Bristol Pet May 29 Ord June 10
 PHILLIPS, EDWARD, and JOHN WILLIAM PHILLIPS, Haughfield, or Hallfield, Yorks, Farmers Bradford Pet June 9 Ord June 9
 PICKLES, JOSEPH, Bingley, Fruiterer Bradford Pet June 9 Ord June 9
 PILE, HENRY BELF, Dover, Grocer Canterbury Pet June 9 Ord June 9
 POTTER, ALFRED ARTHUR, Bournemouth, Butcher Poole Pet June 9 Ord June 9
 READ, GEORGE WALTER, Birmingham, Brush Manufacturer Birmingham Pet June 4 Ord June 11
 ROBINSON, CHARLES, Sheffield, Solicitor Sheffield Pet June 10 Ord June 10
 SHELLEY, GEORGE HENRY, Sheffield, Grocer Sheffield Pet June 10 Ord June 10
 SLATER, CHARLES, Marylebone, Coal Merchant High Court Pet June 11 Ord June 11

SMITH, ARTHUR, Theford, Norfolk, Baker Norwich Pet June 11 Ord June 11
 STARKER, HENRY, Bloxwich, Staffs, Grocer Walsall Pet June 6 Ord June 10
 THOMAS, GEORGE LEWIS, Pembroke, Blacksmith Pembroke Dock Pet June 9 Ord June 9
 TINKER, JOHN, Huddersfield, Steeplejack Huddersfield Pet June 12 Ord June 10
 WESTALL, FRANK, Rochdale, Baker Rochdale Pet June 7 Ord June 7
 WILLIAMS, DAVID MORGAN, Tonnypandy, Glam, Grocer Pontypridd Pet June 9 Ord June 9
 WOOL, JOHN, Fullwood, or Preston, Cattle Dealer Preston Pet June 11 Ord June 11
 WORTLEY, JOHN, Frettenham, Norfolk, Farmer Norwich Pet May 14 Ord June 11

ADJUDICATION ANNULLLED.
 JONES, JOHN WALTER, Llandovery, Carmarthen. Barrister at Law Carmarthen Adjud March 4, 1898 Annul May 15, 1902

London Gazette.—TUESDAY, JUNE 17.

RECEIVING ORDERS.

ASTFALCK, CHARLES, Coventry, Hairdresser Coventry Pet June 12 Ord June 12
 BARBER, THOMAS, Halifax, Stone Dresser Halifax Pet June 12 Ord June 12
 BROOKER, GEORGE MARIE, Chichester, Hawker Brighton Pet June 12 Ord June 13
 BROOKES, WALTER, Brierley Hill, Staffs, Grocer Stourbridge Pet April 23 Ord May 23
 CARRIER, JOHN, Shirebrook, Derby, Draper Nottingham Pet June 13 Ord June 13
 CHADWICK, ARTHUR, Mottram in Longendale, Chester, Accountant Ashton under Lyne Pet June 13 Ord June 13
 COURT, JOHN, Norwich, Licensed Victualler Norwich Pet March 13 Ord June 14
 CROSSLEY, JOHN, Horbury, Yorks, Silk Factory Operative Wakefield Pet June 13 Ord June 13
 DAVIES, ROBERT, Oldham, Builder Oldham Pet June 10 Ord June 12
 DEANE, JAMES, sen, Radcliffe, Lanes, Timber Merchant Bolton Pet June 13 Ord June 13
 DRAMANT, LION ANTON, Falcon sq, Woollen Manufacturer High Court Pet May 13 Ord June 13
 EDMUND, WILLIAM HOWARD, Aston, Birmingham, Public house Manager Birmingham Pet June 14 Ord June 14
 ELLIS, WILLIAM JAMES BURNIE, Beeston Hill, Leeds, Goods Porter Leeds Pet June 13 Ord June 13
 ENDY, JACOB, Cinderford, Glos, Clothier Gloucester Pet June 13 Ord June 13
 FEATHER, JAMES, Keighley, Yorks, Hay Dealer Bradford Pet June 14 Ord June 13
 FEETCHEER, CHARLES, Eddinghall, or Wolvashampton, Grocer Wolverhampton Pet June 14 Ord June 14
 FEETCHEER, RICHARD JAMES, Union st, Borough, Rope Dealer High Court Pet June 14 Ord June 14
 FOX, CHARLES, Swindon, Benchwork Keeper Swindon Pet June 14 Ord June 14
 GIBBONS, ALFRED, Abingdon rd, Kensington High Court Pet Feb 17 Ord June 13
 GIBSON, ALFRED, Brompton Hill, Builder Kingston, Surrey Pet May 22 Ord June 12
 GIRDLESTONE, THOMAS JACOB, Norwich, Plasterer Norwich Pet June 14 Ord June 14
 GLOVER, ARTHUR, Cardiff, Builder Cardiff Pet June 11 Ord June 11
 HALL, JOSEPH, Ashton under Lyne, Vet Surgeon Ashton under Lyne Pet June 13 Ord June 13
 HERMANN, MEYER, Farnside, Glam, Furniture Dealer Pontypridd Pet June 13 Ord June 13
 HOLLY, FRANK, Bournemouth, Builder Poole Pet June 12 Ord June 12
 HOUNSELL, WILLIAM JOHN, Bridport, Publican Dorchester Pet June 14 Ord June 14
 HOWARD, JOSEPH CHARLES, East Dereham, Engineer Norwich Pet June 14 Ord June 14
 JONES, SOPHIA ANN, Beaumaris, Anglesey, Licensed Victualler Bangor Pet June 13 Ord June 13
 KIRKLAND, CHARLES RONALD, Derby, Builder Derby Pet June 12 Ord June 13
 KNIGHT, THOMAS WOOD, Chichester, Farmer Brighton Pet June 12 Ord June 12
 LEWIS, SAMUEL, jun, Lower Whitley, Chester, Farmer Watlington Pet June 14 Ord June 14
 MILLER, JOHN WILLIAM, Teignmouth, Coal Merchant Exeter Pet June 13 Ord June 13
 OLIVER, RICHARD, Gt Grimsby Gt Grimsby Pet June 11 Ord June 11
 RHODES, THOMAS, Sheffield, Beechwood Keeper Sheffield Pet June 13 Ord June 13
 SEALE, GEORGE, Walton on Thames, Baker Kingston, Surrey Pet May 31 Ord June 13
 STOPFORD, WILFRED B, Brook st High Court Pet May 13 Ord June 13
 TIDDELL, JAMES, Bradford, Tailor Bradford Pet June 12 Ord June 12
 TUDOR, MARY, Liverpool, Boot Dealer Liverpool Pet May 23 Ord June 13
 TURNER, HENRY, Crewe, Boot Manufacturer Crewe Pet June 11 Ord June 11
 WALKERLEY, DANIEL CHARLES, Newmarket, Builder Cambridge Pet May 27 Ord June 13
 WHITE, ARTHUR HERBERT, Flapdon, Bristol, Commission Agent Bristol Pet June 14 Ord June 14
 WILSON, JOSEPH, Sale, Cheshire, Bricklayer Manchester Pet June 12 Ord June 13
 YOUNG, JOHN GRIFITH, Newcastle on Tyne, Solicitor Durham Pet May 17 Ord June 14
 Amended notice substituted for that published in the London Gazette of June 3:
 JOHNSON, WILLIAM JOHNSON, Sale, Cheshire Manchester Pet May 2 Ord May 30

FIRST MEETINGS.

ASTFALCK, CHARLES, Coventry, Hairdresser June 24 at 12 15 Off Rec, 17, Hertford st, Coventry
 BACON, FRANCIS HUGH, Basingstoke, Brewer's Manager June 30 at 3 Off Rec, 172, High st, Southampton

BARBER, THOMAS, Halifax, Stone Dresser June 23 at 11 Off Rec, Townhall chmbrs, Halifax
 BOND, GEORGE, Thornton, or Poulton in Fylde, Lancs, Farmer June 25 at 11 Off Rec, 14, Chapel st, Preston
 BOWEN, HENRY FREDERICK, Luton, Straw Hat Manufacturer June 25 at 13 Off Rec, Bridge st, Nottingham
 BRANELL, WILLIAM GEORGE, Kingston upon Hull, Criminal Manufacturer June 24 at 11 Off Rec, Trinity House in Hull
 BROOKES, WALTER, Brierley Hill, Staffs, Grocer June 11 at 3 Mr W B Skelding, Auctioneer, High st, Stourbridge
 CHANDLER, HENRY JAMES, Stewkley, Bucks, Butcher June 24 at 12 30 Off Rec, Bridge st, Northampton
 CROSBY, JOHN, Horbury, Yorks, Silk Factory Operative June 24 at 11 Off Rec, 6, Bond ter, Wakefield
 CUNDALL, GEORGE JOHN, Nuneston, Tailor June 21 at 11 30 Off Rec, 17, Hertford st, Coventry
 DAVIES, JAMES, Liverpool, Confectioner July 1 at 12 30 Off Rec, 35, Victoria st, Liverpool
 DEANE, JAMES, sen, Radcliffe Timber Merchant June 13 at 3 19, Exchange st, Bolton
 DIAMANT, LION ANTON, Falcon sq, Woollen Manufacturer June 24 at 11 Bankruptcy bldg, Carey st
 DOWD, THOMAS WILLIAM, Liverpool, Grocer July 2 at 12 Off Rec, 35, Victoria st, Liverpool
 DYKE, CHARLES YATES, Brynmill, Swansea, Grocer June 24 at 11 30 Off Rec, 31, Alexandra rd, Swansea
 FEATHER, JAMES, Keighley, Yorks, Hay Dealer June 11 at 11 Off Rec, 81, Manor row, Bradford
 FOULSHAM, BERVON JOHN, Gt Yarmouth, Licensed Victualler June 24 at 12 15 Star Hotel, Gt Yarmouth
 GAPPAR, FREDERICK, Temple, Bristol, Baker June 16 at 11 15 Off Rec, 23, Baldwin st, Bristol
 GELSFAN, JULIUS, Cannon street rd, June 24 at 12 Bankruptcy bldg, Carey st
 GRAND, CHARLES, Lower Stheringham, Norfolk, Baker June 28 at 12 Off Rec, King st, Norwich
 GRAY, WILLIAM JAMES, Cardiff, Clerk June 30 at 12 11, St Mary st, Cardiff
 HALL, CHARLES, Heyland, Yorks June 24 at 10 30 Off Rec, Regent st, Barnsley
 HIGGS, WILLIAM, Penryn, Glam, Plumber June 25 at 12 135, High st, Merthyr Tydfil
 HIGHAM, HENRY, St Helen's, Lanes, Butcher July 1 at 11 Off Rec, 35, Victoria st, Liverpool
 JAMIESON, ABRAHAM, Gt Portland st, Business Traveller Agent July 1 at 12 Bankruptcy bldg, Carey st
 JOHNSON, JAMES ALFRED, Gt Grimsby, Blacksmith June 24 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 JOHNSON, WILLIAM JOHNSON, Sale, Cheshire June 24 at 2 30 Off Rec, Byrom st, Manchester
 JONES, E, Pengelly, Glam, Ironmonger June 24 at 3 135, High st, Merthyr Tydfil
 KAVANAGH, JAMES JOHN, Plymouth, Laundry Proprietor June 24 at 11 Off Rec, 6, Atherton ter, Plymouth
 LYON, JOHN KENNEDY, South Birkdale, Insurance Agent July 2 at 12 30 Off Rec, 35, Victoria st, Liverpool
 MARTIN, FREDERICK JAMES, Glastonbury, Farm Labourer June 25 at 11 30 Off Rec, 23, Baldwin st, Bristol
 MILLER, JOHN WILLIAM, Teignmouth, Coal Merchant July 9 at 10 30 Off Rec, 13, Bedford circus, Exeter
 MOSS, VERNON AUGUSTUS, Sutton Coldfield, Warwick, Estate Agent June 25 at 11 174, Corporation st, Birmingham
 MOTTESHALL, ERNEST, Nottingham, Lincs Warehouseman June 24 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 NAUG, S K, Carlton mans, Maido Vale June 24 at 12 Bankruptcy bldg, Carey st
 NICKALLS, WALTER jun, Norwich, Fishmonger June 24 at 12 Off Rec, 8, King st, Norwich
 NILE, J M, Plymouth, Painter June 25 at 11 Off Rec, 4, Atherton ter, Plymouth
 PARKER, JOHN HENRY, Derby, Painter June 24 at 3 30 Off Rec, 47, Full st, Derby
 PEACOCK, WILLIAM, Lower Easton, Bristol, Bricklayer June 25 at 11 Off Rec, 26, Baldwin st, Bristol
 PILE, HENRY BELF, Dover, Grocer July 2 at 9 15 Off Rec, 63, Castle st, Canterbury
 POTTER, ALFRED ARTHUR, Bournemouth, Butcher June 24 at 12 30 Off Rec, Endless st, Salisbury
 RIDGE, JAMES, Leeds, Solicitor June 25 at 11 Off Rec, 3, Park row, Leeds
 SHEPHERD, JAMES, Long Eaton, Derby, Lace Manufacturer June 24 at 3 Off Rec, 47, Full st, Derby
 SMITH, ARTHUR, Theford, Norfolk, Baker June 24 at 11 Off Rec, King st, Norwich
 TIDDELL, JAMES, Bradford, Tailor June 25 at 11 30 Off Rec, 31, Manor row, Bradford
 WESTALL, FRANK, Rochdale, Baker June 24 at 11 11, Townhall, Rochdale
 WHITE, THOMAS, and EDWARD JONES, Wednesbury, Staffs June 23 at 11 Off Rec, Wolverhampton
 WILLIAMS, JOHN, Aberdeen, Butcher June 24 at 2 135, High st, Merthyr Tydfil
 WISEMAN, GEORGE VINCENT, St Margaret, Norfolk, Miller June 25 at 12 15 Off Rec, 8, King st, Norwich
 WOOD, ELIZABETH, Frestwick, Lanes, Boot Maker June 24 at 3 30 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

ALBAN, GEORGE VINCENT, and ROBERT SOTHERN, Westbourne grove, Tailors High Court Pet May 10 Ord June 14
 BARBER, THOMAS, Halifax, Stone Dresser Halifax Pet June 12 Ord June 12
 BEALE, FREDERICK HANWAY, Woodstock rd, Shepherd's Bush, Organ Builder High Court Pet May 13 Ord June 13
 BRANELL, WILLIAM GEORGE, Kingston upon Hull, Coal Manufacturer Kingston upon Hull Pet April 24 Ord June 14
 BROOKER, GEORGE MARK, Chichester, Hawker Brighton Pet June 13 Ord June 13
 BROOKES, WALTER, Brierley Hill, Staffs, Grocer Stourbridge Pet April 29 Ord June 16
 CARRIER, JOHN, Shirebrook, Derby, Draper Nottingham Pet June 13 Ord June 13

CHADWICK, ARTHUR, Mottram in Longdendale, Chester, Assistant Ashton under Lyne Pet June 13 Ord June 13
 CHADWICK, HENRY JAMES, Stewkley, Bucks, Butcher Leam Pet June 9 Ord June 13
 CHADWICK, JOHN, Horbury, Yorks, Silk Factory Operative Wakefield Pet June 13 Ord June 13
 DRAKE, JAMES, sen, Badcliffe, Lancs, Timber Merchant Bolton Pet June 13 Ord June 13
 DE BURGH, ARTHUR EDWARD CHAPMAN, York York Pet May 18 Ord June 10
 DOWD, THOMAS WILLIAM, Liverpool, Grocer Liverpool Pet May 31 Ord June 12
 DYER, CHARLES YATES, Brynmill, Swansea, Grocer Swansea Pet June 4 Ord June 12
 ELLIS, WILLIAM JAMES BURNIP, Beeston Hill, Leeds, Goods Porter Leeds Pet June 13 Ord June 13
 EMT, JACOB, Cinderford, Glos, Clothier Gloucester Pet June 13 Ord June 13
 FLETCHER, CHARLES, Eddingshall, nr Wolverhampton, Grocer Wolverhampton Pet June 14 Ord June 14
 FOX, CHARLES, Swindon, Beerhouse Keeper Swindon Pet June 14 Ord June 14
 GAFFER, FREDERICK, Temple, Bristol, Baker Bristol Pet May 29 Ord June 12
 GENDLETON, THOMAS JACOB, Heigham, Norwich, Plasterer Norwich Pet June 14 Ord June 14
 GLOVER, ARTHUR, Cardiff, Builder Cardiff Pet June 11 Ord June 11
 HALL, JOSEPH, Ashton under Lyne, Veterinary Surgeon Ashton under Lyne Pet June 13 Ord June 13
 HALL, SYDNEY, Elle, Lancs, Builder Preston Pet May 9 Ord June 13
 HERRMANN, MEYER, Ferndale, Glam, Furniturer Dealer Pontypridd Pet June 13 Ord June 13
 HOLLY, FRANK, Winton, Bournemouth, Builder Poole June 12 Ord June 12
 HOUNSELL, WILLIAM JOHN, Bridport, Publican Dorchester Pet June 14 Ord June 14
 HOWARD, JOSEPH CRABBS, East Dereham, Norfolk, Engineer Norwich Pet June 14 Ord June 14
 JOHNSON, WILLIAM JOHNSON, Sale, Cheshire Manchester Pet May 2 Ord June 12
 JONES, SOPHIA ANN, Beaumaris, Anglesey, Licensed Victualler Bangor Pet June 12 Ord June 12
 KILKLAND, CHARLES, Bonsall, Derby, J. liner Derby Pet June 12 Ord June 12
 KIDDER, SAMUEL, Commercial rd, Boot Manufacturer High Court Pet May 15 Ord June 13
 LEWIS, SAMUEL, jun, Lower Whitley, Farmer Warrington Pet June 14 Ord June 14
 MAYES, SAMUEL, Lower Edmonton, Builder Edmonton Pet April 25 Ord June 11

MILLER, JOHN WILLIAM, Teignmouth, Coal Merchant Exeter Pet June 13 Ord June 13
 OLIVER, RICHARD, Gt Grimsby Gt Grimsby Pet June 11 Ord June 11
 PALMER ALBERT EDWARD, Fulmer, nr Manchester, Cigar Merchant Manchester Pet May 10 Ord June 14
 POGGIE, NICHOLAS MANCAR, Fulham Park rd High Court Pet April 23 Ord June 11
 RHODES, THOMAS Sheffield, Beerhouse Keeper Sheffield Pet June 13 Ord June 13
 SCOTT, JAMES, Gt Tower st, Wins Broker High Court Pet April 17 Ord June 14
 SHELTON, GEORGE JAMES, Tipton, Colliery Manager Dudley Pet June 5 Ord June 12
 TRAGER, WILLIAM DAVID, Bridgnorth, Salop Madeley Pet June 4 Ord June 10
 TINDALL, JAMES, Bradford, Tailor Bradford Pet June 12 Ord June 12
 WALKERLEY, DANIEL CHARLES Newmarket, Builder Cambridge Pet May 27 Ord June 14
 WHIELDON, JOHN BARNETT, Blenheim rd, Auctioneer High Court Pet April 4 Ord June 12
 WHITE, ARTHUR HERBERT, Fishponds, Bristol, Commission Agent Bristol Pet June 14 Ord June 14
 WHITFIELD, HENRY WEBB, Birmingham, House Agent Birmingham Pet May 16 Ord June 13
 WILLIAMS JAMES, Cadockton juxta Bttry, Gl'm, Grocer Cardiff Pet June 3 Ord June 9
 Amended notice substituted for that published in the London Gazette of May 27:
 ENGLISH, ELIJAH GEORGE, and GEORGE AYLING, Surbition Brick Merchants Kingston, Surrey Pet May 1 Ord May 23

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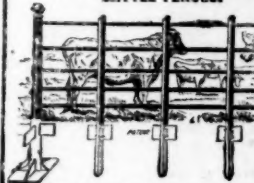
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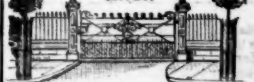
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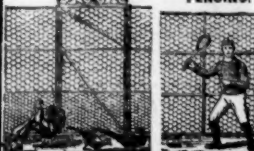


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our Firm to Executors and others
requiring Valuations.

**1 & 2, GRACECHURCH STREET, CORNHILL, E.C., and 17 & 18, PICCADILLY,
LONDON, W.**

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